

A Resolution accepting an award from the Arkansas Site Development Program in the amount of \$142,500.00 and authorizing the City to enter into a grant agreement with the Arkansas Economic Development Commission. A budget adjustment is needed.

4. **Section II Item 19 from the City Council** **Resolution**

Agenda: Resolution Approving a Contract with FUSE Corps for an Executive Fellowship Program

Resolution to enter into a contract with FUSE Corps, a California nonprofit corporation, for an Executive Fellowship to build Stormwater and Floodplain Framework and Implementation Plan. The program will pay for an Executive Fellow for a two-year period at a cost of \$20,000.00 to the City. The FUSE Executive Fellow will lead cross-departmental coordination to establish a clear citywide stormwater framework and move forward a coordinated implementation strategy. A budget adjustment is needed to reallocate funding.

5. **Section II Item 26 from the City Council** **Resolution**

Agenda: Resolution accepting Federal Aviation Administration (FAA) Grant for the Bentonville Municipal Airport

A Resolution accepting a 95/5 grant in the amount of \$84,360.00 from the Federal Aviation Administration to provide design funding for an aircraft parking apron on East side of the Bentonville Municipal Airport. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



**CITY of
BENTONVILLE
POLICE
DEPARTMENT**

908 S. E. 14th Street
Bentonville, Arkansas 72712
(479) 271-3173

Ray Shastid
Chief of Police

To: City Council and Mayor Stephanie Orman
From: Ray Shastid, Chief of Police
Date: April 28, 2026
Subject: Budget Adjustment- Transfer in and use of impact fees to support purchase of property located at 910 SE 14th Street for use as a Police Department Training Facility

This is a request for a budget adjustment in the amount of \$2,500,000 to transfer in Police Impact fee funds to an expense account 102010-47110 (Land). This memorandum outlines the justification for using impact fees to fund the purchase of the property located at 910 SE 14th Street for use as a dedicated law enforcement training facility. The proposed purchase price is \$2,500,000, contingent upon City Council approval, required inspections, and disclosures, with a targeted closing date of June 2026. Funding for this acquisition will come from previously approved police impact fees. The initial funding may be advanced from the general fund and reimbursed through impact fees.

The impact fee study approved by the City Council in 2023 included the following capital improvement plans for the police department based on growth:

- Training facility
- Substation- expansion for future staff and evidence storage
- Vehicles- 21 units for future patrol and CID hires
- Comms Improvements- expanded network that may include radio tower #6 (structure and land), new 911 consoles and lines.

This request is driven by continued growth in service demand, operational needs, and long-term planning requirements identified in the City's impact fee study and Capital Improvement Plan (CIP).

The Police Department currently operates out of multiple facilities totaling approximately 47,522 square feet, spread across three primary buildings and an off-site location. While these facilities have served the department well, they are increasingly strained due to growth in personnel, equipment, and operational responsibilities.

The City's impact fee study projects the need for an additional 9,293 square feet of police facility space to maintain the current level of service (LOS). The study supports the continued expansion of police infrastructure using impact fee funding tied directly to residential and nonresidential growth.

The property at 910 SE 14th Street presents a unique and strategic opportunity to meet these needs. Located immediately adjacent to the department's existing facility at 908 SE 14th Street, this property consists of approximately 1.1 acres and more than 6,500 square feet of building space. Its proximity allows for seamless integration into current operations while significantly expanding the department's usable footprint.

The building is well-suited for conversion into a comprehensive training facility. It includes a large open area that can accommodate defensive tactics training and relocation of the department's VirTra training simulator, which is currently housed in a garage bay not designed for that purpose. The space can also be adapted into a large classroom or multi-purpose training room. Additional features include multiple smaller rooms for storage, a dedicated uniform and equipment room, a break room, updated restrooms, and an additional classroom capable of seating 20–25 individuals.

The property also includes approximately 30 improved parking spaces, additional overflow parking, and a fenced outdoor area that can be utilized for departmental physical agility testing. This will allow the department to permanently set up its physical agility testing equipment, improving efficiency for both current personnel evaluations and new hire testing.

This acquisition aligns directly with the City's impact fee program, which is designed to fund infrastructure expansions necessitated by growth. It represents a cost-effective and timely solution compared to new construction, particularly given the rising costs of land acquisition and development.

Additionally, this opportunity is considered rare due to the property's location adjacent to existing police facilities. Its availability may not recur, and there is current market interest from other potential buyers. Securing this property now ensures the City can proactively address future needs while maintaining operational efficiency.

Given the strategic importance, availability of funding, increasing service demands, and the immediate need for expanded training space, the Bentonville Police Department respectfully requests that the City Council approve this purchase and adopt an emergency clause to allow for timely action.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET FOR THE PURCHASE OF PROPERTY AT 910 SE 14TH STREET IN THE AMOUNT OF TWO MILLION FIVE-HUNDRED THOUSAND DOLLARS (\$2,500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department is requesting to approve the purchase of the land and building located at 910 SE 14th Street using impact fees.

WHEREAS, a budget adjustment is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract to purchase the real property located at 910 SE 14th Street in the amount of Two Million Five-Hundred Thousand Dollars (\$2,500,000.00).

Section 2: The 2026 Budget is hereby adjusted to appropriate Two Million Five-Hundred Thousand Dollars (\$2,500,000.00) from Account #252010-49110 Transfer out- General into Account#102010-39192 Transfer In – Impact/Capacity.

Section 3: The 2026 Budget is further adjusted to transfer the same from Account#102010-39192 Transfer In – Impact/Capacity into Account#102010-47210 Plants and Building.

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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Budget Adjustment (to be completed by Finance when applicable)

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		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET TO ACCEPT AND RECOGNIZE FUNDS FROM THE ARKANSAS MUNICIPAL LEAGUE TO THE POLICE DEPARTMENT IN THE AMOUNT OF FIFTY-ONE THOUSAND FIVE-HUNDRED FIFTY DOLLARS (\$51,550.00); AND FOR OTHER PURPOSES.

WHEREAS, The Bentonville Police Department desires to amend the 2026 budget to recognize funds from the ARML insurance settlement from a motor vehicle accident that occurred on March 22, 2026.

WHEREAS, a budget adjustment is needed to fund this amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The 2026 Budget is adjusted to accept and recognize Fifty-One Thousand Five-Hundred Fifty Dollars (\$51,550.00) into Account #102010-37520 Miscellaneous Income and then appropriate the same into Account #102010-47420 Vehicles.

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

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Item Type (Check all that apply)

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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

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Action Recommendation & Justification:	
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Budget Impact

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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



To: Bentonville City Council
From: Tyler Overstreet, Planning Director
Date: April 28, 2026
Subject: Resolution Accepting Arkansas Site Development Program Grant

Recommendation

Staff recommends approval of a resolution accepting an award from the Arkansas Economic Development Commission (AEDC) under the Arkansas Site Development Program in the amount of \$142,500.00, and authorizing the Mayor and City Clerk to enter into a Grant Agreement.

Overview

In 2025, the City submitted an application to the Arkansas Site Development Program to support the advancement of an Industry and Innovation District on a portion of approximately 120 acres of City-owned property in southwest Bentonville.

This effort is a key component of the City’s long-term economic development strategy, focused on preparing the site to attract industrial, advanced manufacturing, technology, and innovation-based employer in alignment with the target industries identified in the Bold Bentonville Economic Development Strategy.

The broader project includes significant infrastructure investments—such as roadway extensions, sewer capacity improvements, and utility upgrades—intended to bring the site to a “shovel-ready” condition and improve its competitiveness for future private investment.

Grant Award and Scope

AEDC has awarded the City \$142,500.00 to support due diligence activities associated with the site. These activities include environmental assessments, site analysis, and other studies necessary to position the property for future development and potential site certification.

Due diligence is a critical first phase that informs infrastructure design, reduces development risk, and enhances the marketability of the site to prospective employers. Our goal is to apply for funding in future years to complete the remainder of the needed infrastructure improvements and site mitigation to make the industrial park a “shovel-ready” investment site.



Financial Impact

The grant is intended to offset eligible due diligence costs. The City will commit local match from the Planning Department's Legal and Professional Services account.

This award represents an early investment in a larger, multi-phase project with an estimated total cost exceeding \$9 million, primarily associated with infrastructure improvements necessary to fully activate the site.

Next Steps

Upon approval of the resolution:

- The City will execute a Grant Agreement with AEDC.
 - Staff will select a consultant to initiate and manage the required due diligence studies.
 - Findings from these studies will inform future design, infrastructure investment, and development strategy for the site.
-

Conclusion

This grant advances the City's efforts to:

- Expand Bentonville's inventory of development-ready sites
- Attract high-wage, targeted industries
- Support long-term economic diversification and job creation
- Align infrastructure investments with adopted plans and economic development priorities

Approval of this resolution positions the City to advance a key economic development priority and take the next step toward delivering a competitive, shovel-ready site for future investment.

Respectfully,

Tyler Overstreet, AICP
Bentonville Planning



Hugh McDonald
 SECRETARY OF COMMERCE
 Clint O'Neal
 EXECUTIVE DIRECTOR,
 ARKANSAS ECONOMIC
 DEVELOPMENT COMMISSION

March 26, 2026

Tyler Overstreet
 305 SW A St
 Bentonville, AR 72712

RE: 2026 - Arkansas Site Development Program Award Notification

Dear Tyler,

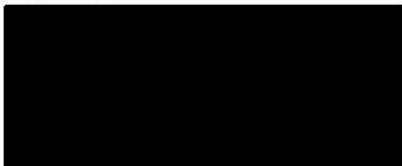
Thank you for applying for funding from the Arkansas Site Development Program Phase II. We appreciate the time and effort you dedicated to sharing the needs of your community's industrial site with us. As you know, the Arkansas Site Development Program is vital in ensuring that our state remains competitive for economic development projects for years to come.

After a careful review of all submissions, AEDC has selected the City of Bentonville to receive \$142,500 for due diligence purposes at BIDC.

AEDC will be reaching out in the coming weeks to provide the Arkansas Site Development Grant Agreement for signature and to answer any question you may have. In the meantime, please review the attached information to ensure your community is ready to receive the grant funds.

As a reminder, grantees may NOT begin to incur costs for reimbursement by the grant until after a grant agreement has been signed. Any expenditures related to the project that were made before the completion of the grant agreement will be deemed ineligible. Grantees will be required to sign a grant agreement within 6 months of the date of this letter or risk forfeiting the award funds.

AEDC is excited to partner with your community as you work to improve the competitiveness of your industrial site. Thank you for your leadership in ensuring Arkansas continues to have marketable products for job creation projects.



Clint O'Neal
 Executive Director
 Arkansas Economic Development Commission

I accept the terms and conditions of this award notification letter dated March 26, 2026.

 Grantee

 Date



Hugh McDonald
 SECRETARY OF COMMERCE
 Clint O’Neal
 EXECUTIVE DIRECTOR,
 ARKANSAS ECONOMIC
 DEVELOPMENT COMMISSION

Arkansas Site Development Program Grant Award Next Steps March 2026

NEXT STEPS CHECKLIST

- ✓ Sign the Arkansas Site Development Grant Award Letter and return to AEDC
- ✓ **City or County Applicant:** If you are a city or county – pass the required resolution (details below)
- ✓ **Optioned Site:** If the grantee currently has an option on the site, it must be exercised, and the grantee must own the site at the time the grant agreement is signed.
- ✓ **Matching Funds:** Grantees will be required to have their cash or in-kind match available at the time the grant agreement is signed.

ELIGIBLE EXPENDITURES

- **As a reminder, grantees may NOT begin to incur costs for reimbursement by the grant until after a grant agreement has been signed.** Any expenditures related to the project that were made before the completion of the grant agreement will be deemed ineligible.
- All project expenditures must be completed within 24 months after the date of the grant award.

CITY OR COUNTY RESOLUTION

- If an approved applicants is a city or county, within ninety (90) days of receiving the award notification letter the city or county must provide to the Commission:
- A copy of a signed resolution passed by the city council or quorum court authorizing the governmental entity to:
 - Receive the grant funds from AEDC for the purposes stated in the application;
 - Expend any cash matching funds pledged by the governmental entity in the application; and
 - Provide any in-kind matching funds pledged by the governmental entity in the application.
- The resolution must be provided before any grant funds are disbursed by the Commission.

MATCHING FUNDS

Grantees will be required to have their cash or in-kind match available at the time the grant agreement is signed.

GRANT AGREEMENTS

AEDC will be providing a grant agreement for signature which will outline the terms and conditions of the grant award including the process by which grant funds will be dispersed to the grantee. AEDC will also reach out to schedule a call with each grantee to discuss your specific project and any questions you may have regarding the grant agreement or reimbursement process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT AN ARKANSAS SITE DEVELOPMENT PROGRAM GRANT AWARD FROM THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION, IN THE AMOUNT OF ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500.00), SUPPORTING THE ADVANCEMENT OF AN INDUSTRY AND INNOVATION DISTRICT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Economic Development Commission (AEDC) administers the Arkansas Site Development Program to assist communities in preparing sites for economic development opportunities;

WHEREAS, the City of Bentonville submitted an application for funding under the Arkansas Site Development Program Phase II;

WHEREAS, AEDC notified the City that it has been awarded grant funding in the amount of One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500.00) for due diligence activities;

WHEREAS, the required five percent (5%) local match will be covered using Planning Department Legal and Professional Services funds; and

WHEREAS, a budget adjustment is needed to accept and appropriate funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the AEDC, in the amount of one hundred forty-two thousand five hundred dollars (\$142,500.00), to support the advancement of an Industry and Innovation District;

Section 2: The 2026 Budget is hereby adjusted to recognize one hundred forty-two thousand five hundred dollars (\$142,500.00) into Account #101610-33412 – State Grant/Other and appropriate the same into Account #101610-43210 – Legal & Professional Services;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
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Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

**MASTER AGREEMENT
BETWEEN THE CITY OF BENTONVILLE, ARKANSAS AND
FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION**

THIS MASTER AGREEMENT (“Agreement”) is made and entered into by and between FUSE Corps, a California nonprofit corporation (“FUSE”) and the City of Bentonville, Arkansas (“City”).

RECITALS

WHEREAS, FUSE is a nonprofit organization that operates an executive fellowship program dedicated to partnering with local governments and communities to more effectively address pressing challenges; and

WHEREAS, FUSE recruits, hires as employees, and places highly experienced professionals in governmental entities (the “Executive Fellows” and each, an “Executive Fellow”) who are enrolled in the FUSE Executive Fellowship Program (the “Program”); and

WHEREAS, in connection with the Program, the City, through its various Agencies and Departments, may at its discretion accept the appointment of one or more FUSE Executive Fellows, in each case for the purpose of providing additional capacity in order to advance the goals of a specifically defined Executive Fellowship Project (the “Project”).

WHEREAS, it is the intent of the parties that one or more City Agencies and Departments may participate in the Program by agreeing to place one or more Executive Fellows in accordance with the terms and conditions of Individual Placement Agreements in substantially the forms attached hereto as Attachment 1 (“Individual Placement Agreement”);

WHEREAS, the parties agree that funding commitments shall be set forth in each Individual Placement Agreement by each City Agency or Department that has requested the Executive Fellow(s); and

WHEREAS, it is the intent of the parties that this Master Agreement shall govern the general terms and conditions between the City, including all of the participating Agencies and Departments of the City, and FUSE as it relates to the City’s participation in the Program; and

NOW, THEREFORE, in consideration of the premises and mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Term and Effective Date. The Term of this Agreement shall commence as of the date signed and expire on October 20, 2028, unless earlier terminated by the parties in accordance with the terms of this Agreement, (the “Term”). During the Term, all City Agencies wishing to participate in the Program must adhere to this Agreement.

2. Placement. Upon completion and execution of Individual Placement Agreements between FUSE and an authorized representative of an Agency or Department of the City, FUSE

shall place Executive Fellows with the City in accordance with the terms of the Individual Placement Agreements, and the City shall accept such placements and agree to meet the requirements set forth therein.

3. **Services.** The services to be provided by FUSE under this agreement for each Executive Fellow that the City agrees to place are summarized in the corresponding Individual Placement Agreements.

4. **Program Fee.** For the specific project detailed in the Individual Placement Agreement included as Attachment #1, the City will pay a total fee of \$20,000 to FUSE (the “Program Fee”) for one Executive Fellow. This amount reflects a discount from FUSE’s standard Program Fee of \$180,000 per fellow, per year. Program Fees for any subsequent Individual Placement Agreements will be specified within those agreements. The Program Fee constitutes a flat-fee payment in exchange for the mutually agreed value of the services to be provided by FUSE and is not associated with any form of ‘time and materials’ or ‘billable hours and direct costs’ arrangement. The representative services to be provided by FUSE in exchange for the Program Fee are summarized in each Individual Placement Agreement, including a wide range of programmatic services provided by FUSE as well as the direct, day-to-day work of the Executive Fellow. These services include various pre-fellowship program activities conducted by FUSE over several months preceding the start date of the Executive Fellow, in addition to the services provided throughout the 24-month appointment period of the Executive Fellowship Project.

5. **Payment Schedule.** FUSE will submit invoices for the Program Fee to the financially responsible parties and according to the payment schedule detailed in each Individual Placement Agreement.

6. **Executive Fellow Compensation.** FUSE shall hire each Executive Fellow as an employee and provide for compensation and benefits to be provided to each Executive Fellow in exchange for services rendered in service to this Agreement and the corresponding Individual Placement Agreement. Except as described in Section 9 with respect to reimbursement of expenses, the City shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow or FUSE at any time.

7. **Fellowship and Supervisory Support.** The Executive Fellow will be available to the City during the term of the appointment period with respect to the services described in each Individual Placement Agreement. The City shall provide each Executive Fellow with any relevant background information and materials, introductions to key stakeholders as determined by the City, regular feedback related to the nature and progress of the project at all stages of the work, as well as guidance and management as necessary to carry out the project.

8. **Workspace.** The City agrees to provide each Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to the performance of services described in the Individual Placement Agreement. In a virtual or

hybrid work setting, the City will provide the Executive Fellow with the appropriate technology and access permissions required to carry out the project.

9. Expenses. During an Executive Fellow's appointment, the City, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services pursuant to the Individual Placement Agreement including, without limitation, business expenses, travel expenses, and office supplies, all in accordance with the City's applicable policies and procedures. FUSE does not anticipate that an Executive Fellow will normally incur any reimbursable expenses in the performance of their work, unless it is deemed necessary to do so by representatives of the City. In that instance, representatives of the City shall approve expenses at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the foregoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. Early Termination of an Individual Placement Agreement. If the City elects, for any reason and at any time, to terminate an Executive Fellow's appointment pursuant to a signed Individual Placement Agreement, or if an Executive Fellow is unable, for any reason and at any time, to complete an appointment pursuant to a signed Individual Placement Agreement, then, subject to any advance notice provisions, the City may terminate the appointment by notifying FUSE in writing. The termination of an Individual Placement Agreement will not terminate nor have any impact on any of the terms within this overarching Master Agreement.

11. Reimbursement of Program Fee with Early Termination. In any instance where a signed Individual Placement Agreement is terminated prior to the date designated as the end of the Term, the Individual Placement Agreement will designate the reimbursement rate by FUSE of any amount of the Program Fee that has been paid by the City prior to date of termination and the forgiveness of any outstanding portions of the Program Fee that have not yet been paid by the City.

12. Cooperation by the City. The City shall assist and cooperate with FUSE and all Executive Fellows in the performance of services in accordance with this Agreement and each Individual Placement Agreement.

13. No Employment Relationship; No Partnership. At all times relevant to this Agreement, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party, the Executive Fellows) shall be deemed an employee, joint venture, or partner of the other. Neither party has the authority to bind the other and no employee, agent, sponsor, nor other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, FUSE and the City mutually agree as to the objectives and the scope of the placements, as set forth in this Agreement and each applicable Attachment. Each party shall be solely responsible for the payment of its own federal, state, and local income taxes, as well as any Social Security ("FICA") and unemployment ("FUTA") taxes that party may owe. FUSE

and the Executive Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, or training programs.

14. That FUSE and the Executive Fellow acknowledge that, in the course of performing services under this Agreement, they may have access to confidential, proprietary, or legally protected information. FUSE and the Executive Fellow agree to maintain the confidentiality of such information and not to disclose it to any third party except as required to perform the services or as authorized in writing by the City. They further understand that the City is subject to the Arkansas Freedom of Information Act (FOIA) and that certain records may be subject to public disclosure. They agree to cooperate with the City in responding to any FOIA requests and acknowledge that any documents or communications related to this Agreement may be disclosed in accordance with applicable law. Nothing in this provision shall be construed to require the disclosure of information that is exempt from disclosure under FOIA or other applicable law.

15. Disclaimer of Warranties; Indemnity.

(a) FUSE makes no warranties of any kind, including but not limited to with services provided hereunder and under the Individual Placement Agreement, whether express, implied, statutory or otherwise. To the maximum extent permitted by law, FUSE disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, with respect to the services provided hereunder and under the Individual Placement Agreement, including, without limitation, any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose, or non-infringement of third-party rights.

(b) FUSE shall indemnify, protect and hold harmless the City and its officials, employees and agents (the "Indemnified Parties") up to a maximum amount of \$180,000, from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) FUSE's breach or failure to comply with any of its obligations contained in this Agreement, or (2) grossly negligent or willful acts, errors, omissions or misrepresentations committed by FUSE, its officers, employees or agents in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim"). The provisions of this Section shall survive the expiration or termination of this Agreement. In no event shall FUSE be liable to City, whether in contract or in tort or under any other legal theory for, loss or interruption of use, lost time, lost money, lost profits or good-will, lost or damaged data or similar economic loss, or for any indirect, special, incidental, consequential, punitive, or similar damages, whether or not such damages are foreseen, arising out of or in connection with the performance or non-performance of this Agreement.

16. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither of the parties hereto shall assign its rights nor delegate its duties hereunder without the prior written consent of the other party.

(b) All notices hereunder shall be in writing and delivered in a manner described in this subsection. Such notices shall be deemed to have been given either: (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; (iii) when delivered (and receipted for) by an overnight delivery service; or when first sent by email, telex, or other means of instantaneous communication provided such communication is promptly confirmed by personal delivery, mail or an overnight delivery service as provided above, addressed in each case to the principal place of business of the recipient. Either party may change the address for the giving of notices and communications to it by written notice to the other party in conformity with the foregoing.

(c) The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

(i) The representative of the City shall, unless otherwise stated in an Individual Placement Agreement, be:

Name:

Title:

Address:

City, State. Zip:

Phone:

Email:

(ii) The representative of FUSE shall be:

James Weinberg

Chief Executive Officer

One Embarcadero Center, Unit 26070

San Francisco, CA 94126

Phone: (855) 687-9905

Email: info@fusecorps.org

(d) No failure of any party to insist on strict compliance with any provision of this Agreement shall be deemed a waiver of such provision. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

(e) This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties with respect to the matters covered hereby. This Agreement shall not be altered or amended except by an instrument in writing signed by the parties hereto.

(f) The headings as to contents of particular sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not be construed as a part of this Agreement.

(g) This Agreement shall be enforced and interpreted under the laws of the State of Arkansas without regard to conflict of law principles.

(i) In any action in a venue in Benton County, AR arising out of this Agreement, FUSE consents to personal jurisdiction, and agrees to bring all such actions, in state or federal courts located in Benton County, AR.

(ii) If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

(h) FUSE is acting hereunder as an independent contractor and not as an agent or employee of the City. FUSE shall not represent or otherwise hold out itself or any of its Executive Fellows, directors, officers, partners, employees, or agents to be an agent or employee of the City.

(i) FUSE represents and warrants that, to its knowledge, FUSE's performance of its obligations under this Agreement does not infringe upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

17. Master Agreement Termination.

(a) The City and FUSE may each terminate this Master Agreement for convenience at any time by giving thirty (30) days written notice to the either party, provided that the provisions herein, including but not limited to Section 2, Section 3, Section 4, Section 5, Section 6 and Section 7 shall survive any such termination of this Agreement with respect to any then-serving Executive Fellows for the duration of such appointments.

(b) Except for excusable delays, if FUSE fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give FUSE written notice of such default. If FUSE does not cure

such default or provide a plan to cure such default which is acceptable to the City within a reasonable time or as permitted by the City, then the City may terminate this Agreement due to FUSE's breach of this Agreement.

(c) If a federal or state proceeding for relief of debtors is undertaken by or against FUSE, or if FUSE makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.

(d) If FUSE engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.

(e) All finished or unfinished documents and materials produced or procured under this Agreement or an Individual Placement Agreement, including all intellectual property rights thereto, shall become the City's property upon date of such termination. FUSE agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that FUSE was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to (a) above.

(f) The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. Ownership and License.

(a) Unless otherwise provided for herein, all Work Products originated and prepared by FUSE for the City, its Executive Fellows or its subcontractors under this Agreement for the City shall be and remain the exclusive property of the City. "Work Products" are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. FUSE hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by FUSE, its Executive Fellows or its subcontractors for the City under this Agreement. FUSE further agrees to execute any documents reasonably necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

(b) FUSE, its Executive Fellows, and its subcontractors shall not provide or disclose any Work Product to any third party without prior written consent of the City.

(c) Any subcontract entered into by FUSE relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under

this Agreement such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

19. Insurance. During the term of this Agreement, FUSE shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by FUSE.

20. Americans With Disabilities Act. FUSE and the City hereby certify that each will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. FUSE and the City will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Neither FUSE nor the City will discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by FUSE, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

21. Ratification. Due to the need for FUSE's services to be provided continuously on an ongoing basis, FUSE may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

22. Entire Agreement.

(a) This Agreement contains the full and complete Agreement between the parties, inclusive of this Agreement and the following attachments and exhibits hereto:

Attachment 1: Individual Placement Agreement #1

(b) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

(c) In the event of any inconsistency between the provisions in the body of this Agreement and the attachments and exhibits hereto, the provisions in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

FUSE CORPS

CITY OF BENTONVILLE, ARKANSAS

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment 1

FUSE CORPS INDIVIDUAL PLACEMENT AGREEMENT

Building a Data-Driven Stormwater and Floodplain Strategy to Support Resilient Growth

1. General Terms and Conditions

The Mayor's Office with the City of Bentonville, Arkansas ("Host Agency") and FUSE Corps ("FUSE") acknowledge that the terms and conditions of the Master Agreement between the City of Bentonville and FUSE apply to all parties as it relates to the performance of this Individual Placement Agreement. In the event of any conflict between the Master Agreement and this Individual Placement Agreement, the Master Agreement shall govern.

2. Agreement Term. The Term of this Individual Placement Agreement shall commence as of date of signature and expire on October 20, 2028, unless earlier terminated by the parties in accordance with the terms of this Agreement, (the "Term").

3. Period of Work. Within the Term, it is anticipated that the Executive Fellow's first day of work at the Host Agency will be Monday, November 2, 2026, and that the Executive Fellow's final day of work at the Host Agency will be Friday, October 20, 2028, (the Executive Fellow's "Period of Work").

4. Services to be Provided – Part A – Services Before the Fellowship. The following presents a representative summary of the services that FUSE will provide prior to the start of the Executive Fellows' Period of Work:

(a) Project Development: Convene meetings with Host Agency officials to identify project priorities. Clarify project idea through in-depth interviews with host agency officials and any relevant community-based stakeholders recommended by the agency who will be integral to the project's success. Compose a draft scope of work ("Project Description") for review by the host agency. Conduct rounds of edits as needed to finalize approval of the Project Description.

(b) Recruitment: Conduct a local and national candidate search, cultivating applicants from various job boards, associations, and networks. Respond to inquiries from interested applicants seeking additional information. Manage an online application portal and a candidate management system.

(c) Screening: Review applications to determine the most appropriate next steps for each candidate. Conduct an initial phone interview with candidates deemed to be most promising for the role. Conduct an additional follow-up video-interview with candidates deemed strong enough to reach the semi-finalist round.

(d) Selection: FUSE staff will select up to three finalists for each project from the candidate pool based on their assessment of the individuals whose skills and experience are most closely aligned with the role's requirements. Collect electronic references on those individuals from current and former employers, clients, or colleagues. Help coordinate logistics for finalist interviews with host agency officials and any other designated local stakeholders.

(e) On-Boarding: Hire the selected individual as an employee of FUSE Corps who will be dedicated to the specified project. Communicate with both the Executive Fellow and the Host Agency officials in the weeks leading up to the start of the fellowship to help prepare all parties for a successful fellowship.

(f) Orientation: Organize and facilitate a national orientation for all new Executive Fellows beginning at the same time of year within a designated fellowship cohort. Design and execute a robust array of training designed to prepare the Executive Fellow for their two-year fellowship, introducing them to the program's various tools and techniques, building peer-to-peer connections to help create an interactive community of practice among all Executive Fellows and alumni. FUSE will cover all costs and expenses for Executive Fellow to participate in orientation week.

5. Services to be Provided – Part B – Services During the Fellowship. The following presents a representative summary of the services that FUSE will provide during the Executive Fellows' Period of Work:

(a) Coaching: Provide the Executive Fellow with the option of an executive coach who will be available to work one-on-one with the Executive Fellow throughout the year

(b) On-Going Support: Organize and facilitate seminar calls hosted by staff, alumni, industry experts, and others to provide ongoing development and skill-building opportunities. Host an online communication platform to allow Executive Fellows to regularly ask questions of peers and FUSE staff as they pursue project goals.

(c) Ongoing Project Development and Evaluation: Schedule ongoing calls and formal evaluations with the Executive Fellow, host agency officials, and FUSE staff to ensure the project remains aligned with goals and evolves appropriately. Reviews will occur periodically throughout the fellowship to assess progress, make adjustments as needed, and plan for subsequent phases of the project.

(d) Gatherings: Organize and facilitate national gatherings for all Executive Fellows within a given cohort. These trainings are designed to review progress achieved and lessons learned to date, clarify plans for increasing impact during the remaining fellowship period, build plans for sustaining the impact of the project following the conclusion of the fellowship, and continue to foster interactive community of practice among all current Executive Fellows and alumni. FUSE will cover all costs and expenses for the Executive Fellow to participate in these gathering.

(e) Employment Management: Provide for payroll and benefit administration and all other responsibilities associated with the Executive's Fellow's status as a full-time employee of FUSE.

6. Services to be Provided – Part C – Fellowship Project Details. The Executive Fellow will provide executive leadership and alignment across departments and external partners to advance a citywide stormwater planning and resilience framework, converting technical inputs into an actionable capital and funding strategy that integrates infrastructure, land use, parks, and regional watershed priorities. This effort will enable Bentonville to transition from reactive drainage responses to proactive watershed management, reducing flood risk, safeguarding property, strengthening neighborhood resilience, and supporting sustainable growth.

7. Host Agency Management. The Host Agency will designate two specific employees of the City to play the following roles:

(a) **Executive Sponsor:** An Executive Sponsor is generally a senior official of the City and/or the host agency's leadership team. This individual should be a visible champion for the project within the host agency and should help ensure that the project achieves its full potential for impact. The Executive Sponsor is the ultimate decision-maker with regard to the project and will have final approval over the project's key deliverables. The designated Executive Sponsor for this project will be: Stephanie Orman, Mayor, City of Bentonville

(b) **Project Supervisor:** The Project Supervisor is the day-to-day driver of the project and will work directly with the Executive Fellow to ensure that regular progress toward goals is being achieved. This individual will introduce the Executive Fellow to key stakeholders as appropriate, help resolve any misalignments between stakeholders that may arise, help develop strategies to overcome any obstacles to progress. The designated Project Supervisor for this project will be: Dan Weese, Transportation Director, City of Bentonville

8. Workspace. The Host Agency agrees to provide the Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to performance of services provided for in the Individual Placement Agreement. In a virtual or hybrid work setting, Host Agency will provide the Executive Fellow with the appropriate technology (e.g., a computer with required capabilities and access permissions) required to carry out the project.

9. Expenses. During an Executive Fellow's appointment, the Host Agency, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services, including business expenses and travel expenses, all in accordance with the Host Agency's applicable policies and procedures. FUSE does not anticipate that the Executive Fellow will incur expenses in the performance of their work unless it is deemed necessary to do so by the Executive Sponsor or Project Supervisor. In that instance, the representatives of Host Agency shall approve expenses at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the forgoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. Executive Fellow’s Compensation. FUSE shall hire the Executive Fellow as an employee and provide for all compensation and benefits to be paid to the Executive Fellow. Except as described in Section 9 regarding Expenses, the Host Agency shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow at any time.

11. Program Fee. In exchange for the services listed above, the Host Agency will pay a program fee of \$20,000 to FUSE (the “Program Fee”). The Program Fee constitutes a flat-fee payment in exchange for the mutually-agreed value of the services to be provided by FUSE and is not associated with any form of a “time and materials” or “billable hours and direct costs” arrangement. The Program Fee is inclusive of all services described above, including the annual compensation and benefits for the Executive Fellow. No additional fees beyond the Program Fee will be billed to the Host Agency.

12. Agreement to Pay; Payment Schedule. By executing this Individual Placement Agreement, the Host Agency, as represented by the signatory below, hereby notifies FUSE that the Host Agency has appropriated sufficient funds, received necessary internal approvals, and taken all other necessary steps to process invoices and remit payment directly to FUSE within 30-days of receiving an invoice and in accordance with the schedule below.

- (a) First Payment. \$5,000 will be due payable on November 1, 2026.
- (b) Second Payment. \$5,000 will be due payable on May 1, 2027.
- (c) Third Payment. \$5,000 will be due payable on November 1, 2027.
- (d) Fourth Payment. \$5,000 will be due payable on May 1, 2028.

13. Early Termination. The Host Agency may elect to terminate this project for any reason and at any time by providing written notification transmitted by electronic mail, including the effective date of the project’s termination. This notification should be sent simultaneously in the same message to two FUSE leadership team members: Vice President of Programs, Della Williams, at dwilliams@fusecorps.org, and President & COO, Nancy Gage, at ngage@fusecorps.org. FUSE will work with the Host Agency to plan and execute all of the required steps associated with the early termination of a project, including appropriate communication with the Executive Fellow, who is an employee of FUSE. The Host Agency should NOT communicate in any way with the Executive Fellow about a proposed project termination before first communicating with the FUSE leaders noted above. FUSE may also elect to terminate this project for any reason and at any time, and will provide written notification by electronic mail to the Executive Sponsor and to the Project Supervisor. In the event of an early termination, the financial terms governing reimbursement rates are as follows:

- (a) Termination Prior to the Executive Fellow’s First Day. If the effective date of termination occurs after the signing of this Individual Placement Agreement and prior to the Executive Fellow’s first day of work, then the City may seek reimbursement of payments made

and release from further payments up to a total of \$16,000. The parties acknowledge and agree that \$4,000 of the Program Fee represents a non-refundable amount, with this portion of the fee being associated, among other things, with FUSE's various pre-fellowship program services, such as project scoping, executive search, candidate screening and selection, on-boarding preparation, new Executive Fellow orientation and training week, and FUSE having reserved one of a limited number of places for the designated Project within a cohort of fixed size. The City of Bentonville is entitled to a full refund if the selected candidate fails the background check and is terminated prior to the start of the project.

(b) Termination After the Executive Fellow's First Day. If the effective date of a termination occurs after an Executive Fellow's first day of work at the City and prior to the agreed-upon final day of the Executive Fellow's appointment as specified in the applicable Individual Placement Agreement, then reimbursement may be sought at a pro-rated amount up to \$667 per month for each full month that the Executive Fellow did not complete within their appointment, counting back chronologically from the designated final day of the appointment. The City of Bentonville is entitled to a full refund if the Executive Fellow is terminated for cause or violation of any applicable City of Bentonville Human Resources policy.

14. Billing Details. Invoices will be sent through electronic mail to the following individual, who will be asked to send back a reply confirming receipt of each invoice. The billing contact for this Individual Placement Agreement will be:

Name: _____

Title: _____

Email: _____

Phone: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FUSE CORPS FOR AN EXECUTIVE FELLOWSHIP PROGRAM IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00); AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with FUSE Corps for an Executive Fellowship to build stormwater and floodplain framework and implementation. The cost for the two-year period is Twenty Thousand Dollars (\$20,000.00).

WHEREAS, a budget adjustment is necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with FUSE Corps for an Executive Fellowship in the amount of Twenty Thousand Dollars (\$20,000.00).

Section 2: That the 2026 Budget is hereby adjusted to appropriate Twenty Thousand Dollars (\$20,000.00) from Account # 101010-43210 Legal and Professional Services into Account # 101630-43210 Legal and Professional Services.

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

April 13, 2026

The Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

The Grant Offer for **Infrastructure Investment and Jobs Act (IIJA) Project No. 3-05-0006-024-2026** at Bentonville Municipal/Louise M Thaden Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than June 02, 2026.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project

expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.


Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kathy Franklin, (817) 222-5697, katherine.franklin@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Olufemi O. Adeoye (04/1 3/2028 08:48:03 CDT)

Femi Adeoye, P.E, CFM, PMP
Manager (A)
Arkansas/Oklahoma
Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION
FY 2026
AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date April 13, 2026

Airport/Planning Area **Bentonville Municipal/Louise M Thaden Field Airport**

Airport Grant Number 3-05-0006-024-2026

Unique Entity Identifier FLE5EGLSGK66

TO: City of Bentonville
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a **Project Application dated April 01, 2026**, for a grant of federal funds for a project at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M Thaden Field Airport (herein called the "Project") consisting of the following:

Construct Southeast Transient Apron (Phase I - Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under **this Offer is \$84,360.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$84,360 for airport development

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

- 4. Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor **on or before June 02, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

- b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or
 - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 26, 2021, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

The sponsor’s acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor’s acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Olufemi O. Adeoye (04/13/2026 06:48:03 CDT)

(Signature)

Olufemi O. Adeoye

(Typed Name)

Manager (A)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated April 22, 2026

City of Bentonville

(Name of Sponsor)



Stephanie Orman (04/22/2026 09:27:50 CDT)

(Signature of Sponsor's Authorized Official)

By: Stephanie Orman

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY


I, **Bonnie Bridges**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **April 22, 2026**

By: 
Bonnie Bridges (04/22/2026 09:29:00 CDT)
(Signature of Sponsor's Attorney)

**ASSURANCES
AIRPORT SPONSORS**

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Bentonville)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 01, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION, IN THE AMOUNT OF EIGHTY-FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS (\$84,360.00), TO CONSTRUCT AN AIRCRAFT PARKING APRON AT THE BENTONVILLE MUNICIPAL AIRPORT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Municipal Airport requests approval to accept a grant from the Federal Aviation Administration (FAA), in the amount of eighty-four thousand three hundred sixty dollars (\$84,360.00);

WHEREAS, this grant will fund construction of an airport parking apron, on the East side of the Bentonville Municipal Airport;

WHEREAS, this is a 95/5 grant where an Arkansas Division of Aeronautics grant will be sought to fund the City's portion; and

WHEREAS, a budget adjustment is needed to accept and appropriate funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Arkansas FAA, in the amount of eighty-four thousand three hundred sixty dollars (\$84,360.00), to construct an airport parking apron at the Bentonville Municipal Airport;

Section 2: The 2026 Budget is hereby adjusted to recognize eighty-four thousand three hundred sixty dollars (\$84,360.00) in grant funds into Account #101650-33110 – State Federal Grant;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK