



Revised Agenda:
New Business Item 9 Resolution
Revised
New Business Item 11 Resolution
Revised

**Combined
Committee of the Whole
& City Council
Meeting Agenda
August 25, 2026
6:00 PM
Bentonville City Hall**

About the Committee of the Whole and City Council Meeting:

- This meeting begins with the Committee of the Whole, which is used for information sharing and Council discussion. No votes are taken and public comment is not accepted during this meeting. After the Committee of the Whole meeting is adjourned, the City Council meeting begins. This is where the Council will hear public comment and take official action, such as voting on agenda items.

How to Watch Online:

- Residents may watch the meeting live without registering via the City of Bentonville's YouTube channel. Watching online allows viewers to observe the meeting but does not include the ability to provide public comment.
- A recording of the meeting will be posted on the City's website after the meeting concludes.
- <https://www.youtube.com/@cityofbentonvillearkansasg5096>

Public Participation:

- Residents may provide public comment during the City Council portion of the meeting. Public comment is limited to three minutes per speaker.
- To help ensure an orderly meeting, registration is required for residents who wish to speak, whether attending in person or virtually.
- In-person speakers must register in advance using this link: [Registration Link](#)
- Virtual speakers must register in advance by 12:00 p.m. on August 25, 2026, using the following link: [Registration Link](#).

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: August 11, 2026

I. Committee of the Whole

1. **Consent Agenda Discussion** **Informational**

II. New Business - Public Comment to be Heard with Agenda Item

1. **Proclamation to Celebrate "Months of Summer Meals"** **Proclamation**

Proclaiming the Summer of 2026 the "Months of Summer Meals."

2. **Ordinance Amending the City Pay Plan to Reclassify the Transportation Director Position** **Ordinance***

An Ordinance reclassifying the Transportation Director position from an exempt grade 38 to exempt grade 39. No budget adjustment is needed.

3. **Ordinance Amending the Noise Regulations** **Ordinance***

An ordinance amending the noise regulations and establishing shut off times for outdoor amplified sound. No budget adjustment is needed.

4. **Resolution Accepting a Grant from Fidelity for the Great Neighborhoods Partnership Tree Program** **Resolution**

A Resolution to accept a grant from Fidelity in the amount of \$22,500.00 to fund the 2026 Great Neighborhoods Partnership Tree Program. A budget adjustment is needed.

5. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0037)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lots 12, 13, 14 & 15, Block 9 of Gilmore's Addition (VAC26-0037).

6. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0038)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 2, Block 4 of Dunn & Davis Addition (VAC26-0038).

7. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0040)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 3, Block 4 of Dunn & Davis Addition (VAC26-0040).

8. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0032)** **Resolution**

A Resolution to set a Public Hearing for September 8, 2026 for a Utility Easement Vacation located at Lot 1 of Urban Bentonville (VAC26-0032).

9. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0033)** **Resolution**
A Resolution to set a Public Hearing for September 8, 2026 for a Utility Easement Vacation located at Lot 1, 2 and 3 of Forrest Oaks Subdivision (VAC26-0033).
10. **Resolution and Budget Adjustment Recognizing a Donation from Harps Food Stores, Inc.** **Resolution**
Resolution recognizing a donation in the amount of \$563.00 from Harps Food Stores, Inc. A budget adjustment is needed.
11. **Resolution to Recognize and Accept a Justice Assistance Grant for Additional Police Equipment** **Resolution**
A Resolution to recognize and accept a Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,824.00. A budget adjustment is needed to recognize the funds.
12. **Resolution to Surplus a 2013 Chevrolet Tahoe** **Resolution**
Resolution to declare a 2013 Chevrolet Tahoe (Vin #1 GNSK2E05DR293944) as surplus for trade in on new vehicle. No budget adjustment is needed.
13. **Resolution to Surplus Two (2) 2016 Ford Excellance Ambulances** **Resolution**
Resolution to declare two 2016 Ford Excellance Ambulances.(Vin# 1 FDUF4HT6GEA33521) and (VIN # 1 FDUF4HTOGEC34122 for sale. No budget adjustment is needed.
14. **Ordinance to Waive Competitive Bidding to Purchase & Upfit a 2026 Chevrolet Silverado** **Ordinance***
An Ordinance to waive competitive bidding for the purchase and upfitting of a 2026 Chevrolet Silverado. Superior Automotive Group honors state bid pricing, but they are not on state bid. Purchasing the vehicle and the upfit from Superior allows all the work to happen at one location. This applies to all warranties as well. Budgeted item with no budget adjustment needed.
15. **Resolution to Declare a Surplus Vehicle - 2013 GMC Traverse** **Resolution**
A Resolution to declare the following vehicle as surplus: 2013 GMC Traverse SUV. No budget adjustment is needed.
16. **Resolution to Award Bid to Milestone Construction for Phillips Park Phase III** **Resolution**
A Resolution for a Bid Award, authorizing the Mayor and City Clerk to enter into an agreement with Milestone Construction, in the amount of \$2,066,933.08 for the construction of the North Entry and Parking lot for Phillips Park (Phase III). No budget adjustment is needed.
17. **Resolution Accepting the Donation of Morningstar Schoolhouse & Adjacent Property** **Resolution**
A Resolution authorizing the Mayor and Clerk to accept the donation of the historic Morningstar Schoolhouse and adjacent 18 acres for future parks and recreation property. No budget adjustment is needed.

18. **Resolution Accepting FFY2026
NWARPC Grant Funds for Greenhouse
Road Improvements** **Resolution**

A Resolution authorizing acceptance of \$2,372,920.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Greenhouse Road Improvements project (Job No. 090628). A budget adjustment is needed.

19. **Resolution Accepting FFY2025
NWARPC Grant Funds for I-49/J Street
Interchange Improvements** **Resolution**

A Resolution authorizing acceptance of \$2,500,000 in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676). A budget adjustment is needed.

20. **Resolution Accepting FFY2026
NWARPC Grant Funds for Vaughn Road
Improvements** **Resolution**

A Resolution authorizing acceptance of \$1,544,000.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613). A budget adjustment is needed.

III. Utility Board

1. **Ordinance Approving a Waiver of Bid
for Purchase of 161 kV Breakers from
GE Grid Solutions** **Ordinance***

Due to volatility in the electric industry, BEUD is waiving competitive bidding and entering into an agreement with GE Grid Solutions to purchase four (4) 161 kV breakers for future BEUD capital projects concerning substations for \$690,400.00 plus tax. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. The Utility Board approved 3-0. A budget adjustment is needed.

2. **Resolution Authorizing a Recycling
Partnership Grant Agreement** **Resolution**

A Resolution entering into a grant agreement with the Recycling Partnership, Inc. to increase participation and capture of recyclable materials from the City's residential curbside collection program. Grant funds are not to exceed \$202,000.00. In addition to cash grants, there will be access to in-kind services up to \$125,000.00. The Recycling Partnership, Inc. will make all payments direct to vendors. The Utility Board approved 3-0. No budget adjustment is needed.

IV. Planning

1. **Rezoning - Recchia - R-1, Suburban Single-Family
to T3.2, Neighborhood Transition - 301 SE B
Street (RZ26-0039)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Suburban Single Family, T3.2, Neighborhood Transition; And For Other Purposes.

2. **Rezoning - CC Curated Collections, LLC - R-1,
Suburban Single-Family to T3.1, Neighborhood
Edge - 404 SW 2nd Street (RZ26-0040)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Suburban Single Family, T3.1, Neighborhood Edge; And For Other Purposes.

3. 2026 Proposed FLUM Changes

Resolution

The Planning Commission voted 7-0, recommending approval.

A Resolution Amending The Future Land Use Map For The City Of Bentonville, Arkansas, Pursuant To Arkansas Code Annotated §14-56-414; And For Other Purposes

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hadi.dudley@bentonville.ar.gov		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Proclamation to Celebrate "Months of Summer Meals"
Action Recommendation & Justification:	Proclaiming the Summer of 2026 the "Months of Summer Meals."
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

PROCLAMATION

- WHEREAS:** Feeding America estimates that 639,490 people in the state of Arkansas are facing hunger and one in four of them are children; and
- WHEREAS:** Summer is the hungriest time of the year for many children when families struggle to make up for lost school meals and food insecurity tends to increase; and
- WHEREAS:** During busy summer schedules, parents and caretakers seek opportunities for community and learning and benefit from accessible resources for planning and preparing meals for children in their care; and
- WHEREAS:** The Bentonville Public Schools, the City of Bentonville, and Bentonville Public Library have partnered with Aramark and the Summer Food Service Program for the 9th year to address food insecurity in our community; and
- WHEREAS:** The Summer Food Service Program helps to maintain employment for schools' food services workers during the summer; and
- WHEREAS:** Every child aged 18 and under can enjoy no-cost summer meals and adults can enjoy low-cost summer meals for nine weeks in the summer; and
- WHEREAS:** Aramark served 57,735 meals to children in Bentonville in the summer of 2026 and almost 304,000 meals since 2018 to address food insecurity.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the Summer of 2026 the **"Months of Summer Meals"** in the City of Bentonville, Arkansas, in recognition of the commitment of Aramark, Bentonville Schools, the City of Bentonville, and Bentonville Public Library to provide local children with nutritious meals, and I encourage all residents of the City of Bentonville to engage with the very real and continuing issue of hunger in our community by donating to or volunteering at one of our many community food banks.

Given this 25th day of August 2026, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Machele Bowen
Phone:	(479)271-3110	For Department(s):	Transportation, Streets, Engineering
Email:	machele.bowen@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance Amending the City Pay Plan to Reclassify the Transportation Director Position
Action Recommendation & Justification:	An Ordinance reclassifying the Transportation Director position from an exempt grade 38 to exempt grade 39. No budget adjustment is needed.
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE 2026 PAY PLAN FOR THE CITY OF BENTONVILLE;
RE-GRADING THE DIRECTOR OF TRANSPORTATION POSITION; AND FOR OTHER
PURPOSES.**

WHEREAS, the position of Transportation Director was reviewed and should be re-graded; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Replacement:

Remove: Director of Transportation Grade 38

Add: Director of Transportation Grade 39

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance 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:	8/25/2026	Submitted By:	Shelli Kerr
Phone:	479-271-3122	For Department(s):	Planning
Email:	shelli.kerr@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance Amending the Noise Regulations
Action Recommendation & Justification:	An ordinance amending the noise regulations and establishing shut off times for outdoor amplified sound. No budget adjustment is needed.
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
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 10 of 244

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager and Ray Shastid, Chief of Police
CC Date: August 25, 2026
RE: **Noise Regulation Amendment**

Background

At the February 24, 2026, Committee of the Whole meeting, staff presented several options for addressing noise concerns and complaints. City Council recommended amending the noise regulations and working with ABC for chronic violations involving alcohol-permitted establishments.

At the June 23, 2026, Committee of the Whole meeting, staff presented recommended amendments to the noise regulations. City Council's preference is to maintain the decibel limits but add a shut-off times for outdoor amplified sound.

Proposed Amendments

Staff has prepared an amendment to the noise ordinance to address noise concerns and respond to City Council's request for an amendment. The following changes are recommended:

1. Add definitions for construction noise and sound amplification equipment and modify definition of plainly audible. (Sec. 58-105)
2. Clarify that sound measurements are to be taken at the property line of the source of the sound. (Sec. 58-106)
3. Add a general prohibition of unreasonable loud, disturbing or unnecessary noise that is of such character, intensity, vibration or duration that is detrimental to health. (Sec. 58-107)
4. Exceptions to the regulations (Sec. 58-108):
 - a. Clarify that activities on municipal facilities are related to non-amplified activities and also include infrastructure.
 - b. Clarify that exempted outdoor music venues must still comply with established shut-off times.
 - c. Add exception for special permit, but that conditions of the permit must be adhered to (these would include any noise-related conditions).
5. In the decibel levels table (sec. 58-109):
 - a. Update the zoning districts for alignment with the new Community Code districts. (58-109)
 - b. Change commercial and industrial decibel level reductions starting at 10:30 pm instead of 11 pm Sunday through Thursday; and 11:30 pm instead of midnight on Friday and Saturday.
6. Establish outdoor sound amplification shut-off times (Sec. 58-110):
 - a. Residential districts: 10 pm daily.
 - b. Commercial and industrial districts: 10:30 pm Sunday through Thursday, and 11:30 pm Friday and Saturday. These align with the lower decibel requirement time frames in Table 58-A.
7. Simplify construction hours to restriction after 7 pm in residential districts and 9 pm in commercial and industrial districts.
8. Change conditional use permit to temporary use permit for alignment with new Community Code, which no longer has the conditional use permit.
9. Establish a penalty section.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE
ARTICLE 58-V NOISE; AND FOR OTHER PURPOSES.**

WHEREAS, it is the intent of City Council to provide an environment free from such excess sounds or noises as may jeopardize their health, welfare and safety, or degrade the quality of life.

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

Section 1: That Bentonville Municipal Code, Article 58-V Noise should be and is hereby amended with *Exhibit A: Noise Amendments*, an electronic copy and paper copy of which is on file with the City Clerk and is hereby adopted by reference as though it were copied herein fully.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

Exhibit A Noise Amendments

Strikethrough text to be deleted, red underline text to be added.

Article 58-V Noise

Sec 58-103 Intent

It is the intent of this article to provide citizens with an environment free from such excess sounds or noises as may jeopardize their health, welfare and safety, or degrade the quality of life.

Sec 58-104 Applicability

This article shall apply to the control of all sound and vibration originating within the limits of the city, except as exempted in Sec. 58-108 Exemptions.

Sec 58-105 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

Construction noise means sound generated from the operation of construction, demolition, or excavation equipment; performance of any outside construction or repair work on buildings, structures, or projects; or operation of any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction-type device in order to erect, demolish, alter, or repair any building, street, or highway.

Decibel (dB) means a unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Demolition means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Motor vehicle means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, go-carts, snowmobiles, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

Motorcycle means an unenclosed motor vehicle having a saddle for the use of the operator and two or three wheels in contact with the ground, including, but not limited to, motor scooters and minibikes.

Noise means any sound which endangers or injures the safety or health of humans or animals, or annoys or disturbs a reasonable person of normal sensitivities, or endangers or injures personal or real property.

Plainly audible means capable of being heard by a person of normal sensibilities using unaided auditory sense, at a volume level above that of normal conversation. It does not include sounds which are just barely audible, but shall include without limitation or exclusion, with regard to

music, detection of rhythmic bass reverberating-type sound, beat or cadence. It is not necessary to distinguish words or melodies. A plainly audible sound may consist of bass alone.

Real property boundary means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound amplification equipment means any electronically powered, operated or assisted device that increases the loudness, volume or intensity of sound. A sound amplification device includes, but is not limited to, any system of public address, loudspeakers, bullhorns, boom box, music or voice amplifiers, megaphones, or any combination thereof.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound pressure levels.

Vibration means an oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity, or acceleration with respect to a given reference point.

Sec 58-106 Administration

- (a) *Lead department.* The noise control program established by this article shall be administered by the police department.
- (b) *Departmental cooperation.* Code enforcement officers are responsible for observing and reporting to the police department any noise complaints from construction per Sec. 58-110(c) during daytime work hours. All departments and agencies shall cooperate with the lead department to the fullest extent in enforcing these regulations.
- (c) *Sound level meter.* Sound level measurements shall be made with a sound level meter Type II or better using the A-weighted scale in conformance with the standards promulgated by the American National Standards Institution (ANSI). The microphone shall be equipped with a wind screen. Code enforcement may use any sound level equipment to determine potential violations that would then be confirmed through the police department's certified equipment.
- (d) *Procedure for measurement.* All tests shall be conducted according to the following procedures:
 - (1) ~~*Complaint-driven.* When the measurement procedure is the result of a complaint, measurements will be taken at the property line of the receiving property.~~
 - (2) ~~*Normal monitoring.* When the measurement procedure is in the normal course of monitoring sound, the~~ *Measurement location.* ~~M~~measurements will be taken at the real property line of the source of the sound.

- (3) *Outdoor conditions.* No outdoor measurements shall be taken while winds (including gusts) exceed 15 miles per hour; under conditions that will allow the sound level meter to become wet; or when the ambient temperature is out of range of tolerance of the sound level meter.
- (4) *Calibration.* The sound level meter shall be verified and calibrated according to the manufacturer's specifications immediately prior to taking the measurements.
- (5) *Meter Placement.* The sound level meter shall be placed a minimum of four feet above the ground or from any reflective surface. The microphone shall be pointed at the sound source.
- (6) *Measurements.* Measurements shall include "high", "average" and "low" readings. If the sound level meter does not provide these multiple readings, a minimum of three separate measurements shall be taken at a single location at varying time intervals. The average sound level reading shall be used to determine whether there has been a violation of this ordinance.
- (7) *Monitoring report.* The report for each measurement session shall include:
 - a. The day, date and time of the measurements;
 - b. Date and time of recent calibration;
 - c. Temperature and wind speed at time of measurement;
 - d. Identification of the monitoring equipment;
 - e. Location, land use, zoning and description of the source;
 - f. Location, land use and zoning of the listener; and
 - g. Sound level measurements.
- (8) *Extraneous sounds.* If there are extraneous sound sources that are unrelated to the measurements and increase the monitored sound level, the measurement shall be postponed until these noises subside.

Sec 58-107 Generally Prohibited ~~Repealed~~

- (a) Subject to the provisions of this Article, no person shall create any unreasonably loud, disturbing and unnecessary noises within the City.
- (b) No person shall create noise of such character, intensity, vibration or duration as to be detrimental to the life or health of an individual.

Sec 58-108 Exceptions

The provisions of this article shall not apply to:

- (a) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- (b) Any facility, vehicles or equipment of the city, county, state or federal government while engaged upon necessary public business.
- (c) The use of bells or chimes in conjunction with places of religious worship.
- (d) The intentional sounding or permitting the sounding of any fire, burglar or civil defense alarm, siren, whistle or similar stationary or emergency signaling device for emergency purposes or for testing, provided such testing uses only the minimum cycle test time.

- (e) Movement of aircraft which are, in all respects, conducted in accordance with or pursuant to applicable federal laws or regulations.
- (f) Non-amplified activities conducted on or in municipal facilities and infrastructure that are approved, sponsored, or sanctioned by the city.
- (g) Any athletic or school related event or activity that occurs on or in school facilities and approved, sponsored, or sanctioned by the school.
- (h) A facility used for the production, display, and promotion of indoor and outdoor musical events that has been designed and built with inherent architectural design, landscape, and topography measures to reduce sound to minimal intrusive levels and has been approved by Planning Commission. However, such facilities shall comply with the restricted hours for outdoor sound amplification per subsection 58-110(b).
- (i) Firework displays authorized by the city.
- (j) A person or establishment issued a permit that authorizes the use of sound equipment, including a temporary use permit or special event permit, provided that all conditions of the permit are adhered to.

Sec 58-109 Decibel Limitations By Zoning District

- (a) *Generally.* No person shall operate or cause to be operated, or permit, contract or allow to be operated on premises of public or private property any identifiable source of sound in such a manner as to create a sound level within the zoning districts shown in Table 58-A ~~table 1~~ of this subsection, which exceeds the maximum noise levels as set forth in Table 1 as measured at any point on the boundary of the property from which the sound or noise was emanating. A complaint under this section must be brought by a property owner or leaseholder affected by the excessive noise on their property.

TABLE <u>58-A1</u> <u>Decibel Levels by Zoning District</u>	
<u>R1, MH, T3 and T4 Zoning Districts</u> Residential Zone <u>Every day</u>	
7:00 am – 10:00 pm	60 dB(A)
10:00 pm – 7:00 am	55 dB(A)
<u>T2, GC, T5, T6, LI and LFI Zoning Districts</u> Commercial Zone:	
Sunday – Thursday	
7:00 am – <u>10:30 pm</u> 11:00 pm	70 dB(A)
<u>10:30 pm</u> 11:00 pm – 7:00 am	65 dB(A)
Commercial Zone Friday and Saturday	
7:00 am – <u>11:30 pm</u> 12:00 am	70 dB(A)
<u>11:30 pm</u> 12:00 am – 7:00 am	65 dB(A)

Industrial Zone	
7:00 am—10:00 pm	70 dB(A)
10:00 pm—7:00 am	65 dB(A)

- (b) ~~District boundaries.~~ When a noise source can be identified and its noise measured in more than one zoning district, the noise level limits of the most restrictive zoning district shall apply at that district boundary.
- (c) ~~Commercial source.~~ Notwithstanding the zoning classification of the underlying parcel, restaurants, nightclubs, private clubs, auditoriums, dance halls, and rehearsal studios are defined as commercial sound sources existing in commercial zones for the purposes of this article.

Sec 58-110 Specific Regulations~~Prohibitions~~

The following acts, and the causing thereof, are declared to be in violation of this article:

- (a) ~~Commercial advertising~~Radios, loudspeakers and public address systems. ~~Commercial use.~~ Use, operation or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on public or private property, for the purpose of commercial advertising or attracting the attention of the public to any building or structure is prohibited.
- (b) ~~Sound amplification~~Noncommercial use. The outdoor use or operation of any radio receiving set, musical instrument, phonograph, loudspeaker, public address system, sound amplifier~~amplification equipment~~, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on public or private property, for a noncommercial purpose shall not be operated in such a manner or at such a volume as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital, dwelling, hotel, or other type of residence in the vicinity and shall be restricted by the decibel limitations of the zoning district set forth in section 58-109. The outdoor use of aforesaid devices shall be restricted to the hours of 7:00 a.m. to:
- (1) 10:00 p.m. daily in R1, MH, T3, and T4 zoning districts, as set forth in Article 50-IV Zoning;
 - (2) 10:30 p.m. Sunday through Thursday, 11:30 pm Fridays and Saturdays in T2, GC, T5, T6, LI and LFI zoning districts, as set forth in Article 50-IV Zoning.
2. ~~Radios, televisions, musical instruments and similar devices.~~ Operating, playing or permitting the operation or playing of any radio, television, musical instrument, sound amplifier, or similar device which produces, reproduces or amplifies sound in such a manner or with such volume, particularly during the hours between 10:00 pm and 7:00 am, as to annoy or disturb the quietness, comfort or peace of any persons in or around any office, hospital, or in any dwelling, hotel or other type of residence.
- (c) ~~Construction noise.~~ Construction noise as defined herein shall be restricted to the hours of 6:00 a.m. to
- (1) 7:00 p.m. in R1, MH, T3 and T4 zoning districts, as set forth in Article 50-IV Zoning;

(2) 9:00 p.m. in T2, GC, T5, T6, LI and LFI zoning districts, as set forth in Article 50-IV Zoning. ~~Operation of construction, demolition, or excavation equipment; performance of any outside construction or repair work on buildings, structures, or projects; or operation of any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction type device in order to erect, demolish, alter, or repair any building, street, or highway within a residential zone or on any property within a radius of 500 feet of a residential zone on Sundays; legal holidays; Monday through Saturday between the hours of 7:00 p.m. and 6:00 a.m. the following day in May, June, July, August and September; and Monday through Saturday between the hours of 6:00 p.m. and 6:00 a.m. during the remainder months of the year. Construction work shall be subject to the maximum noise level limitations specified for industrial zones in section 58-109.~~

(d) *Motor vehicles and motorcycles* noise.

(1) *Repair noise.* The repairing, rebuilding, modifying or stationary testing of any motor vehicle, motorcycle, or motorboat in such a manner as to cause a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m. is prohibited.

(2) *Sound amplification device.* The operation or occupancy of a vehicle, which is moving or stationary, standing or parked, from which any sound amplification or producing device or similar equipment is creating a sound that is plainly audible at least 30 feet from the source of the sound is prohibited.

(3) *Engine noise.* The operating or occupancy of a vehicle, which is moving or stationary, standing or parked, from which the engine noise is creating a sound that is plainly audible that is in excess of the maximum noise levels established for the time period and zoning districts set forth in section 58-109 when measured at least 30 feet from the source of the sound is prohibited.

(4) *Horns.* The sounding of any horn or other auditory signaling device on or in any motor vehicle on any public right-of-way or public place, except as a warning of danger, is prohibited.

(e) *Animals.* Noise from animals shall be enforced in accordance with ~~article II of chapter 6-~~ Article 6-II Animal Control.

(Ord. No. 2006-69, § 1(7.48.08), 5-9-2006)

Sec 58-111 Temporary Use Permit ~~For Conditional Use~~

(a) A temporary use permit as set forth in Sec. 50-721(i) Temporary use permit may be requested for the creation of sound not in compliance with this Article that is of a limited duration for activities including but not limited to special occasions or necessary after-hours construction.

(b) Applicants shall describe the nature of the event/activity and the justification for requiring the temporary use permit.

(c) The temporary use permit shall indicate the specific days and times to which the permit is applicable.

(d) No more than three (3) temporary use permits for noise may be issued per property within a calendar year.

~~Any person may apply to the planning commission for a conditional use permit to conduct activities that might otherwise violate this article. Applications shall be submitted to the planning department in accordance with the current planning department policies and procedures for a conditional use permit as set forth in Article 301 Administration and Enforcement of the Zoning Code. The planning commission may impose conditions of approval, including but not limited to, time and geographic area for such activity and sound attenuation measures. The planning commission shall consider such factors as adequate police protection, interference with established businesses and impact to surrounding land uses. Such activities shall include, but not be limited to, functions advancing the arts, holiday festivals, parades, public functions protected by the First Amendment, and election activities.~~

Sec. 58-112 Penalty

Any person found to be in violation of this Article shall, upon conviction, be deemed guilty of a violation of the Bentonville Municipal Code (BMC) and subject to the penalty provisions contained in BMC Sec. 1-8.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Baylea Birchfield
Phone:	479-271-3122	For Department(s):	Planning
Email:	baylea.birchfield@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Accepting a Grant from Fidelity for the Great Neighborhoods Partnership Tree Program
Action Recommendation & Justification:	A Resolution to accept a grant from Fidelity in the amount of \$22,500.00 to fund the 2026 Great Neighborhoods Partnership Tree Program. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a partnership with the Arbor Day Foundation for implementation. This grant is paying for \$22,500.00 of the Arbor Day contracted amount. The remaining balance of \$2,800.00 for the full amount of \$25,300.00 will be paid for out of the budgeted Great Neighborhoods Partnership program.
Amount for Approval:	\$ 22,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101610-33810	Local Grants	\$	\$ 22,500.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

MEMO



To: Mayor Stephanie Orman and Bentonville City Council

From: Baylea Birchfield, PCED, Planner II

CC date: August 28, 2026

RE: **Accepting a Grant for the Great Neighborhoods Partnership Tree Funding**

Request. A resolution accepting a grant from Fidelity in the amount of \$22,500 to fund the 2026 Great Neighborhoods Partnership Tree Program. This is a partnership with the Arbor Day Foundation for implementation. This grant pays \$22,500 of the Arbor Day contracted amount. The remaining balance of \$2,800 for the full amount of \$25,300 will be paid for out of the budgeted Great Neighborhoods Partnership program. A budget adjustment is needed.

Recommendation. Approval of the resolution.



This agreement, on July 20, 2026, states the partnership details of City of Bentonville (hereinafter "Partner") and the Arbor Day Foundation (hereinafter "ADF") beginning July 20, 2026, and ending December 31, 2026.

Partnership Details

1. Partner is providing \$25,300 total funding for a Community Tree Distribution project
2. Funding equates to 180 3-gal trees at \$125 and 20 5-gal trees at \$140
3. Tree distribution will be done as a direct mail to participants program
4. Partner will provide all details for customized website creation by 7/27/2026
5. ADF will launch customized web portal for reservations no later than 8/5/2026 (dependent on all details being received by Partner)
6. Trees will be offered for FREE to participants, 2 tree max per household to eligible audience
7. Partner will promote the tree offering until all trees are claimed, with ADF launching the customized website no later than August 5, 2026 (dependent on all details being received by Partner).
8. Validation will be set up for geo-lookup through GIS data with approve/deny functionality
9. ADF will mail final program invoice to Bentonville Planning Department – Attn: Tyler Overstreet by 11/30/2026.

Initial Here:  ^{DS}

Partnership Scope-of-Work

As a part of this partnership, Partner agrees to:

- Pay agreed upon amount per tree to distribute the full quantity of trees to participants in your decided upon geography. A minimum of 85% of trees will be pre-reserved and captured in the online reservation tool.
- If Partner is new to the program, complete and submit the online application where you will provide a tree species wish list to ADF: <https://est.arborday.org/Application/Company>
- Choose tree species from availability list provided by ADF. (Species substitutions sometimes need to happen due to crop failures or growth/quality issues. If this scenario occurs, ADF will work with Partner to discuss interchangeable species.)
- Provide eligible zip codes, tree event details, and welcome message copy to ADF according the agreed upon timeline.
- Review and approve customized website including the Terms and Conditions.
- Promote the program through multiple marketing channels which may include direct mail campaigns, email campaigns, search engine marketing, web site promotions, press releases, social media and other channels.
 - Prior to launch of the Program, Partner will provide a formal marketing plan, including a timeline and verbiage details to ADF. This marketing plan will include additional marketing that will take place during the last 1-2 weeks prior to program end date, if at least 85% of the trees are not yet reserved.
 - All marketing materials must be sent to ADF for branding approval.
- Deliver checks/payments within 30 days of receipt of invoice to:

Arbor Day Foundation
Attn: Accounting
P.O. Box 80208
Lincoln, NE 68501

- Determine and coordinate the designated location(s) for trees to be picked up by participants.
- Organize and staff the scheduled tree pickup events.
- Arrange location for trees to be delivered, stored, secured 24-48 hours before your event.
- Provide pickup event details to ADF on or before the date specified on page 1, item 4 of the Partnership Details. This includes event dates, times, locations, delivery address for trees, contact person, phone number, and any special instructions.
 - Partner will plan for delivery and secure storage of trees 24-48 hours before event date.
 - Partner will assume responsibility for unloading trees from delivery truck.
 - Partner must communicate any concern of poor tree health upon immediate receipt of trees with the ADF team. (Photos may be requested for purposes of communication with the grower.)
- Unreserved or unclaimed Trees:
 - In case of direct mail model, Partner agrees to make all commercially reasonable efforts to select a mutually agreeable location in which any trees not reserved prior to the close of the program will be planted. However, both Parties agree that if a mutually agreeable location is not selected within fourteen (14) days after the close of the program, then the Partner's remaining trees will be used in a location ADF has identified as a community of greatest need.

Initial Here: 

- In case of pickup event model, any unreserved trees will be shipped to Partner, and Partner will assume the sole responsibility of the trees and will be responsible for determining how to use or distribute those trees.
- In case of any trees not claimed at a pick-up event, the Partner shall assume the sole responsibility and cost of the unclaimed trees and will be responsible for determining how to use or distribute those remaining trees.

As a part of this partnership, the Arbor Day Foundation agrees to:

- Provide a pre-selected list of available tree species for Partner to choose from.
- Source specified quantity of containerized trees for Partner's program.
 - Trees are to be delivered in a healthy condition, without damage and free of disease and/or pests. Trees may be leafless or in dormant condition on arrival.
- In case of direct mail model--

 - Trees are to be pre-reserved and shipped directly to participants' residences by ADF vendor.
 - Insert planting/care instructions with tree shipments to residents.
 - In the case that trees are not depleted by the end ship date, trees will be available for a final bulk shipment to location determined by Partner or ADF can provide a recommendation to an Alliance for Community Trees member in the Partner's area.

In case of pickup event model--

 - Trees are to be bulk transported to Partner event site 24-48 hours before event.
- Maintain customized website (tree portal) for Partner:
 - Provide a custom url for Partner's reservation website.
 - Create and customize tree reservation website per Partner's provided details.
 - Setup program per the delivery model chosen by Partner.
 - Launch website per terms where trees will be reserved by participants
 - Website customizations to include:
 - Approved Partner logo;
 - Interactive mapping tool;
 - i-Tree Tools research on the long-term benefits of specific trees planted around participant's house (including energy savings, air quality, and carbon emissions);
 - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted);
 - Order confirmation email will vary slightly depending on program model that participant has selected. Email will include a map showing the agreed upon energy saving planting location;
 - Provide a specific toll-free customer service line to support participant help/questions surrounding the program; and
 - Pre-event reminder email and text message.
- Provide Partner with access to an online marketing toolkit which includes logos, samples, templates of promotional materials to be used for advertising and marketing.
- Collect and provide a wait list of Partner participants who express interest after trees are depleted.
- Provide an invoice to Partner via email. Payment due within 30 days of receipt of Invoice.
- Provide dashboard login access to allow Partner to access and download all data related to this program including all customer orders and environmental data.
- Administer post-program survey to participants and compile results to share with Partner.
- Provide program summary report to Partner. Report to include cumulative tree data related to environmental impact: energy benefits (kWh and therms conserved) and community b

Initial Here: _____

(lbs of CO2 sequestered and avoided, gallons storm water conserved, lbs of air filtered) and other Key Performance Indicators. Report will be shared with Partner via email.

- Will indemnify and hold harmless Partner, its officers, directors, employees and affiliates from and against any and all claims, liabilities, losses, costs, damages or expenses (including court costs and reasonable attorney’s fees) due to damages or losses suffered by third parties in connection with the operation of this agreement.

Arbor Day Foundation will retain rights of use for tree-related data (data *not* pertaining to Partner customer identity) captured through the Arbor Day Foundation tree distribution tool.

Partner agrees that all data provided under this Agreement shall not be used in any manner that is discriminatory. The Partner shall ensure that the data is utilized in compliance with all applicable laws and regulations, and in a manner that promotes fairness, equality, and non-discrimination. Any use of the data that results in discrimination based on race, color, religion, sex, national origin, age, disability, or any other protected characteristic is strictly prohibited.

If either party or its key executives commit any act or become involved in any situation that conflicts with the Arbor Day Foundation’s mission of environmental conservation or results in serious negative publicity, the non-involved party shall have the right to terminate this Agreement.

Upon approval, please sign and date this agreement.

City of Bentonville DocuSigned by: B79D2F448D8B47F... Signature 07/27/26 7:45 AM CDT Date Stephanie Orman MAYOR Printed Name; Title	Arbor Day Foundation DocuSigned by: 32247B3300D9C96B... Dan Morrow, VP of Partnerships 07/20/26 1:55 PM PDT Date Signed by: 4EC6582282144DB... Grace Widseth, Director of Corporate Partnerships 07/20/26 12:57 PM CDT Date
--	---

Initial Here:

DS

SO

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ACCEPT A GRANT FROM FIDELITY IN THE AMOUNT OF
TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00),
TO FUND THE 2026 GREAT NEIGHBORHOODS PARTNERSHIP TREE
PROGRAM; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, Fidelity has awarded the City a grant in the amount of twenty-two thousand five hundred dollars (\$22,500.00);

WHEREAS, this grant will fund the purchase of trees and delivery to neighborhoods in the Great Neighborhoods Partnership Program; and

WHEREAS, a budget adjustment is needed to recognize grant funds.

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

Section 1: That the Mayor and City Clerk are authorized to accept a grant from Fidelity in the amount of twenty-two thousand five hundred dollars (\$22,500.00), funding tree purchase and delivery to neighborhoods in the Great Neighborhoods Partnership Program;

Section 2: The 2026 Budget is adjusted to recognize grant funds in the amount of twenty-two thousand five hundred dollars (\$22,500.00) into Account #101610-33810 – Local Grants;

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

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0037)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lots 12, 13, 14 & 15, Block 9 of Gilmore's Addition (VAC26-0037).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

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

Fund(s) Impacted

(check all that apply)

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

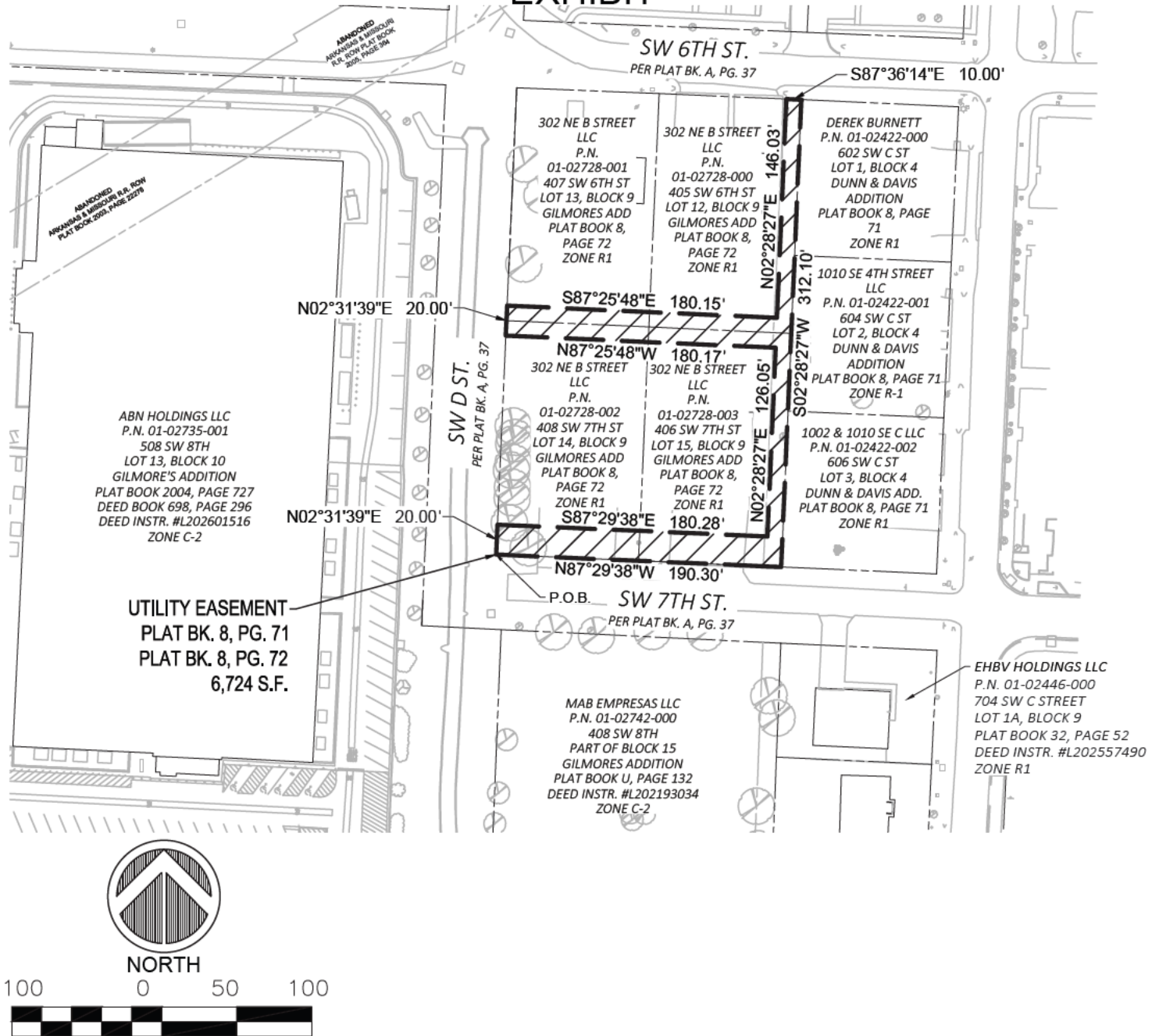
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT



A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOTS 12, 13, 14, & 15, BLOCK 9 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 14, BLOCK 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST D STREET; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 20.00 FEET; THENCE S87°29'38"E, A DISTANCE OF 180.28 FEET; THENCE N02°28'27"E, A DISTANCE OF 126.05 FEET; THENCE N87°25'48"W, A DISTANCE OF 180.17 FEET TO THE WESTERLY LINE OF SAID LOT 14; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF LOT S 14 & 13 OF SAID BLOCK 9, A DISTANCE OF 20.00 FEET; THENCE S87°25'48"W, A DISTANCE OF 180.15 FEET; THENCE N02°28'27"E, A DISTANCE OF 146.03 FEET TO THE NORTHERLY LINE OF SAID LOT 12, BLOCK 9; THENCE S87°36'14"E ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE S02°28'27"W ALONG THE EASTERLY LINE OF SAID LOT 12 & 15 OF SAID BLOCK 9, A DISTANCE OF 312.10 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 6,724 SQUARE FEET MORE OR LESS



ORDINANCE NO _____

AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOTS 12-15, BLOCK 9 OF GILMORE'S ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0037).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by 302 NE B Street, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOTS 12, 13, 14, & 15, BLOCK 9 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 14, BLOCK 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST D STREET; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 20.00 FEET; THENCE S87°29'38"E, A DISTANCE OF 180.28 FEET; THENCE N02°28'27"E, A DISTANCE OF 126.05 FEET; THENCE N87°25'48"W, A DISTANCE OF 180.17 FEET TO THE WESTERLY LINE OF SAID LOT 14; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF LOT S 14 & 13 OF SAID BLOCK 9, A DISTANCE OF 20.00 FEET; THENCE S87°25'48"W, A DISTANCE OF 180.15 FEET; THENCE N02°28'27"E, A DISTANCE OF 146.03 FEET TO THE NORTHERLY LINE OF SAID LOT 12, BLOCK 9; THENCE S87°36'14"E ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE S02°28'27"W ALONG THE EASTERLY LINE OF SAID LOT 12 & 15 OF SAID BLOCK 9, A DISTANCE OF 312.10 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 6,724 SQUARE FEET MORE OR LESS

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOTS 12, 13, 14, & 15, BLOCK 9 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 14, BLOCK 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST D STREET; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 20.00 FEET; THENCE S87°29'38"E, A DISTANCE OF 180.28 FEET; THENCE N02°28'27"E, A DISTANCE OF 126.05 FEET; THENCE N87°25'48"W, A DISTANCE OF 180.17 FEET TO THE WESTERLY LINE OF SAID LOT 14; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF LOT S 14 & 13 OF SAID BLOCK 9, A DISTANCE OF 20.00 FEET; THENCE S87°25'48"W, A DISTANCE OF 180.15 FEET; THENCE N02°28'27"E, A DISTANCE OF 146.03 FEET TO THE NORTHERLY LINE OF SAID LOT 12, BLOCK 9; THENCE S87°36'14"E ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE S02°28'27"W ALONG THE EASTERLY LINE OF SAID LOT 12 & 15 OF SAID BLOCK 9, A DISTANCE OF 312.10 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 6,724 SQUARE FEET MORE OR LESS

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0038)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 2, Block 4 of Dunn & Davis Addition (VAC26-0038).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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, Arkansas

City Hall

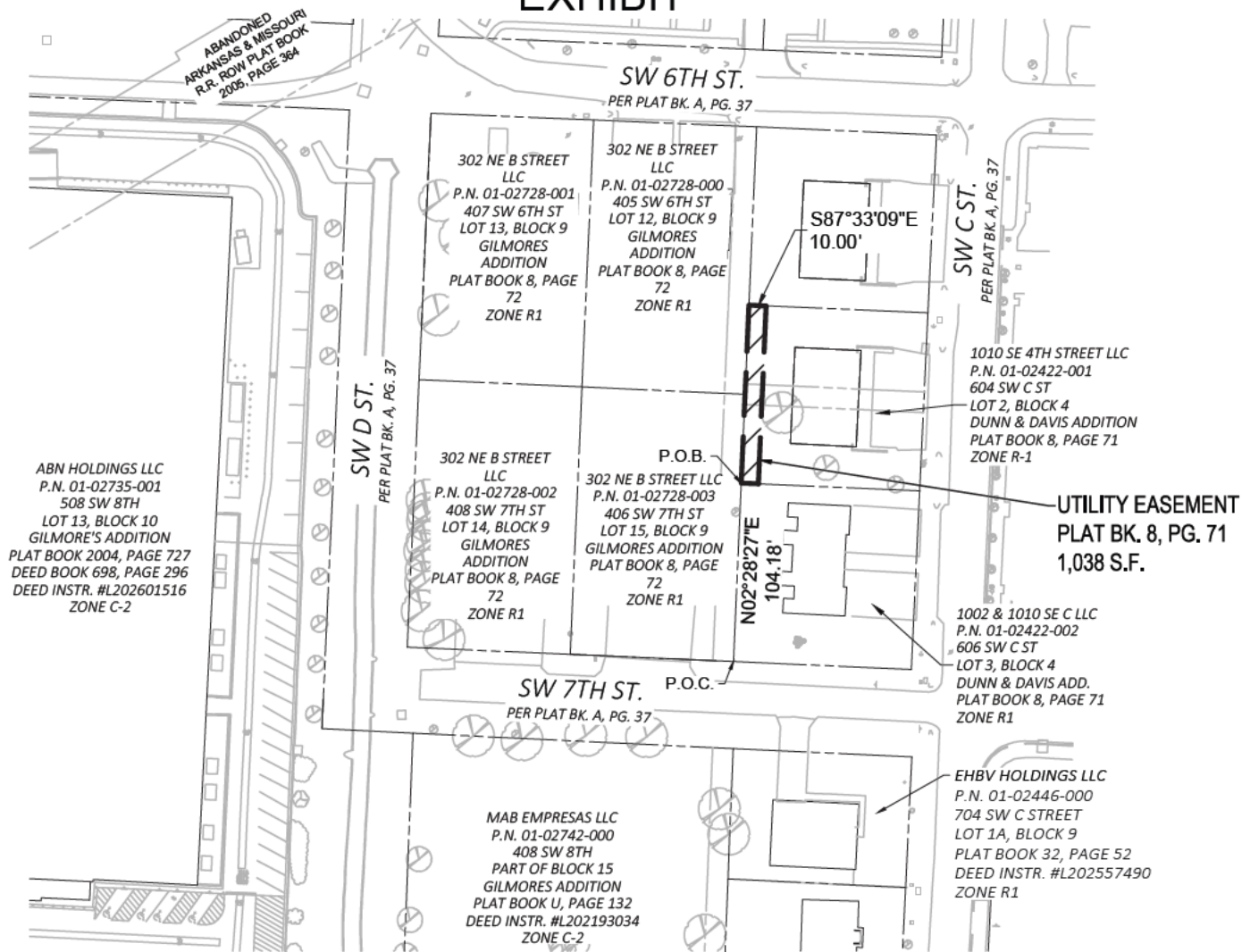
305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 31 of 244

EXHIBIT



NORTH

100 0 50 100



A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 2, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE POINT OF BEGINNING; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF LOT 2, BLOCK 4, A DISTANCE OF 103.84 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S87°33'09"E ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 103.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE N87°30'15"W ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,038 SQUARE FEET MORE OR LESS



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 2,
BLOCK 4 OF DUNN & DAVIS ADDITION OF THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0038).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by 1010 SE 4th Street, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 2, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE POINT OF BEGINNING; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF LOT 2, BLOCK 4, A DISTANCE OF 103.84 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S87°33'09"E ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 103.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE N87°30'15"W ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,038 SQUARE FEET MORE OR LESS

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 2, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF

SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE POINT OF BEGINNING; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF LOT 2, BLOCK 4, A DISTANCE OF 103.84 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S87°33'09"E ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 103.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE N87°30'15"W ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 1,038 SQUARE FEET MORE OR LESS

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

The above and foregoing Ordinance was passed, approved, and adopted the ____ day of _____, 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0040)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 3, Block 4 of Dunn & Davis Addition (VAC26-0040).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

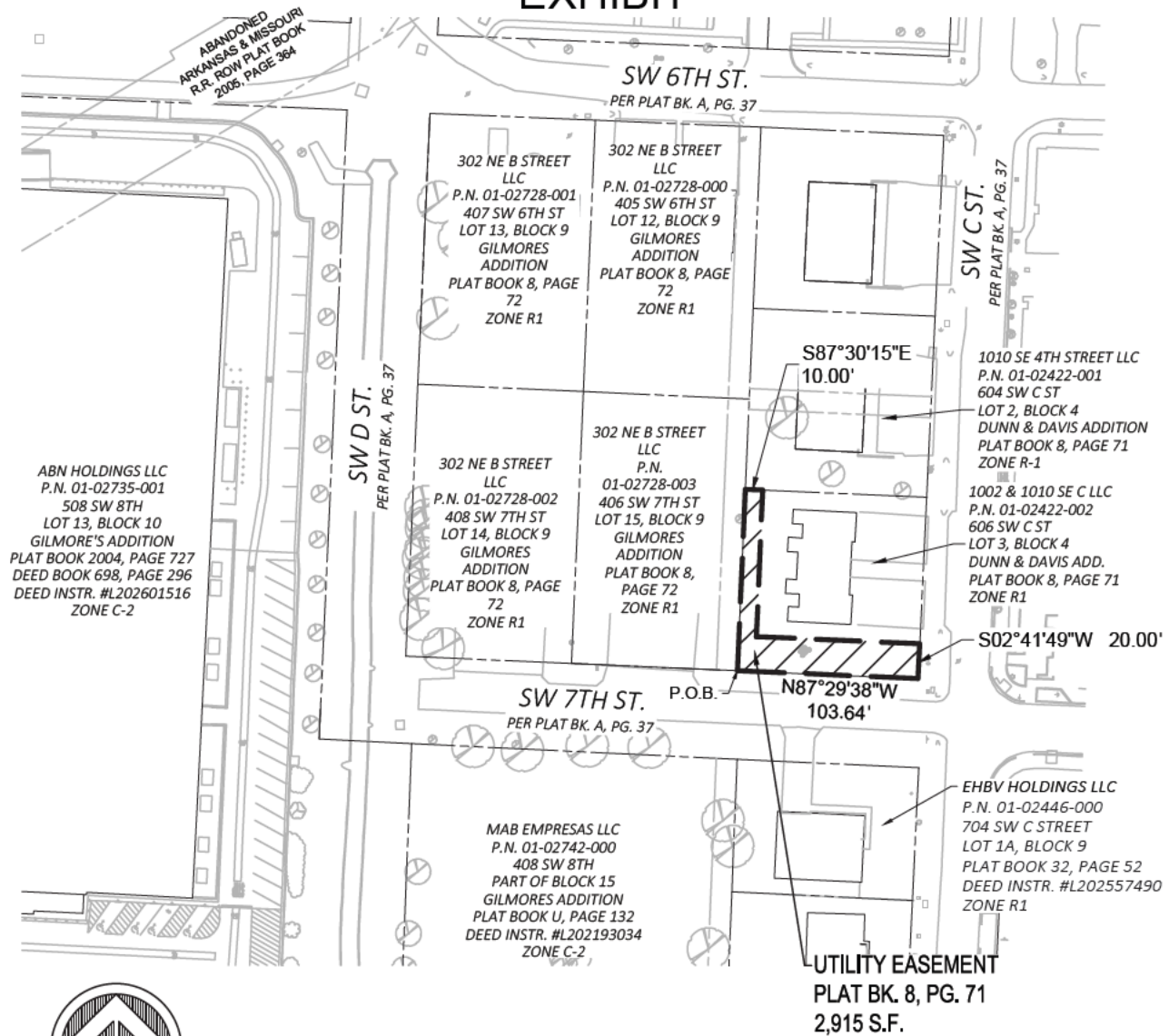
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT



NORTH

100 0 50 100



A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3, BLOCK 4, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE S87°30'15"E ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 84.18 FEET; THENCE S87°29'38"W, A DISTANCE OF 93.72 FEET TO THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST C STREET; THENCE S02°41'49"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N87°29'38"W ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 2,915 SQUARE FEET MORE OR LESS



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 3,
BLOCK 4 OF DUNN & DAVIS ADDITION OF THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0040).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by ABN Holdings LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3, BLOCK 4, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE S87°30'15"E ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 84.18 FEET; THENCE S87°29'38"W, A DISTANCE OF 93.72 FEET TO THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST C STREET; THENCE S02°41'49"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N87°29'38"W ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 2,915 SQUARE FEET MORE OR LESS

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3, BLOCK 4, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E

ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE
NORTHERLY LINE OF SAID LOT 3; THENCE S87°30'15"E ALONG THE NORTHERLY LINE OF
SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 84.18 FEET;
THENCE S87°29'38"W, A DISTANCE OF 93.72 FEET TO THE EASTERLY LINE OF SAID LOT 3
AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST C STREET; THENCE S02°41'49"W
ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE
SOUTHEASTERLY CORNER OF SAID LOT 3 AND THE NORTHERLY RIGHT-OF-WAY LINE OF
SOUTHWEST 7TH STREET; THENCE N87°29'38"W ALONG THE SOUTHERLY LINE OF SAID
LOT 3, A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 2,915 SQUARE FEET MORE OR LESS

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the
Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the
County.

The above and foregoing Ordinance was passed, approved, and adopted the ____ day of
_____, 2026 at a regular meeting of the City Council of the City of Bentonville,
Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0032)
Action Recommendation & Justification:	A Resolution to set a Public Hearing for September 8, 2026 for a Utility Easement Vacation located at Lot 1 of Urban Bentonville (VAC26-0032).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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):

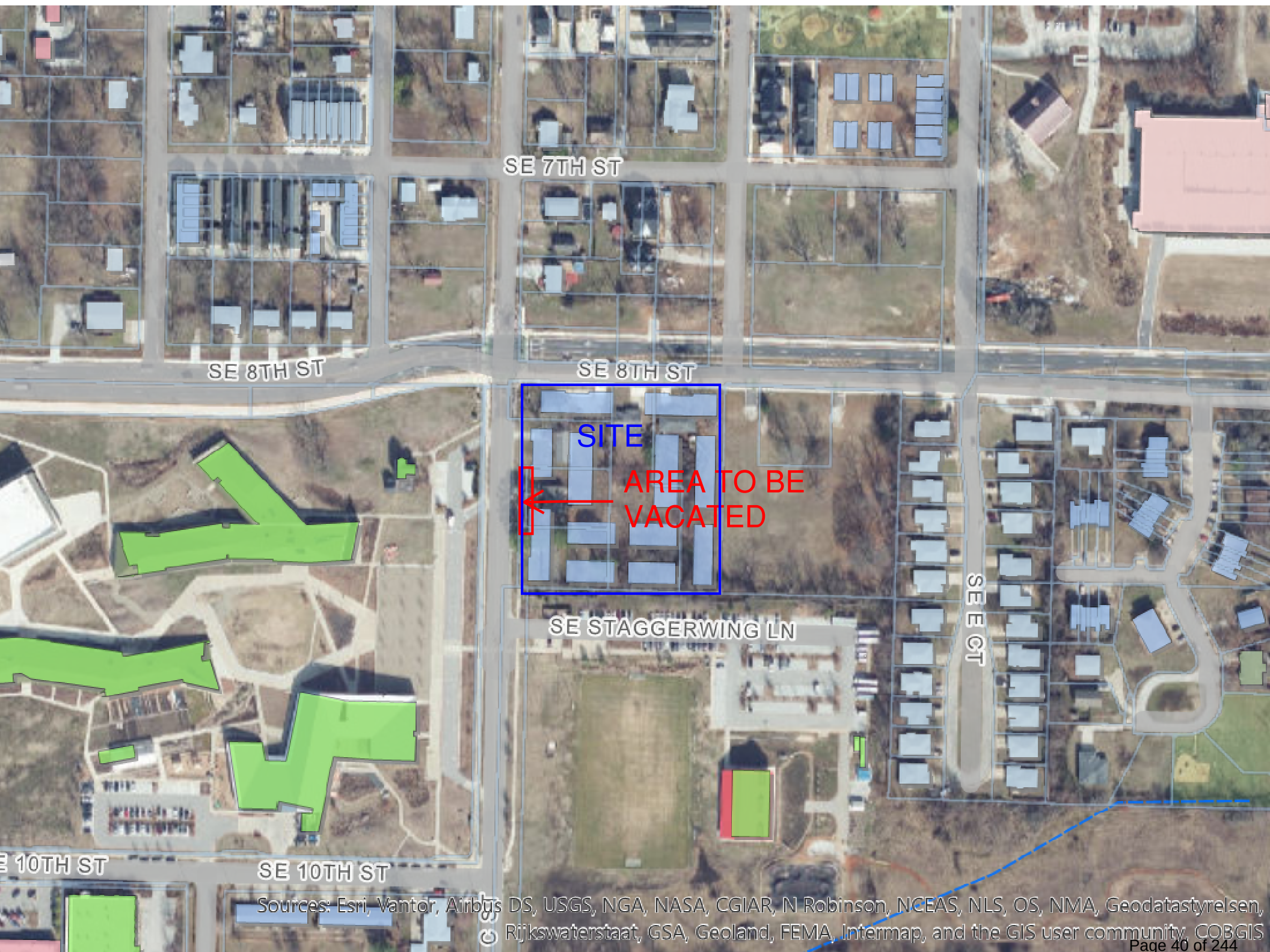
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed CC Bentonville Holdings LLC with the City of Bentonville, Arkansas requesting a utility easement vacation (VAC26-0032) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY (T-20-N) NORTH, RANGE THIRTY (R-30-W) WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S 02°40'40" W A DISTANCE OF 340.00 FEET; THENCE S 87°21'43" E A DISTANCE OF 23.23 FEET; THENCE N 02°33'13" E A DISTANCE OF 100.53 FEET; THENCE S 87°30'36" E A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING; THENCE N 02°40'44" E A DISTANCE OF 98.47 FEET; THENCE S 87°19'16" E A DISTANCE OF 20.00 FEET; THENCE S 02°40'44" W A DISTANCE OF 98.47 FEET; THENCE N 87°30'36" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.05 ACRES, MORE OR LESS.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing September 8, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the ____ day of _____ 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0033)
Action Recommendation & Justification:	A Resolution to set a Public Hearing for September 8, 2026 for a Utility Easement Vacation located at Lot 1, 2 and 3 of Forrest Oaks Subdivision (VAC26-0033).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

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

Fund(s) Impacted

(check all that apply)

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

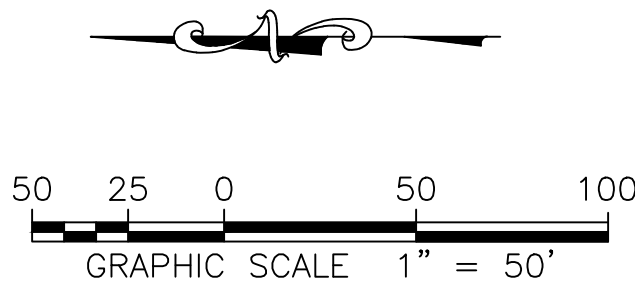
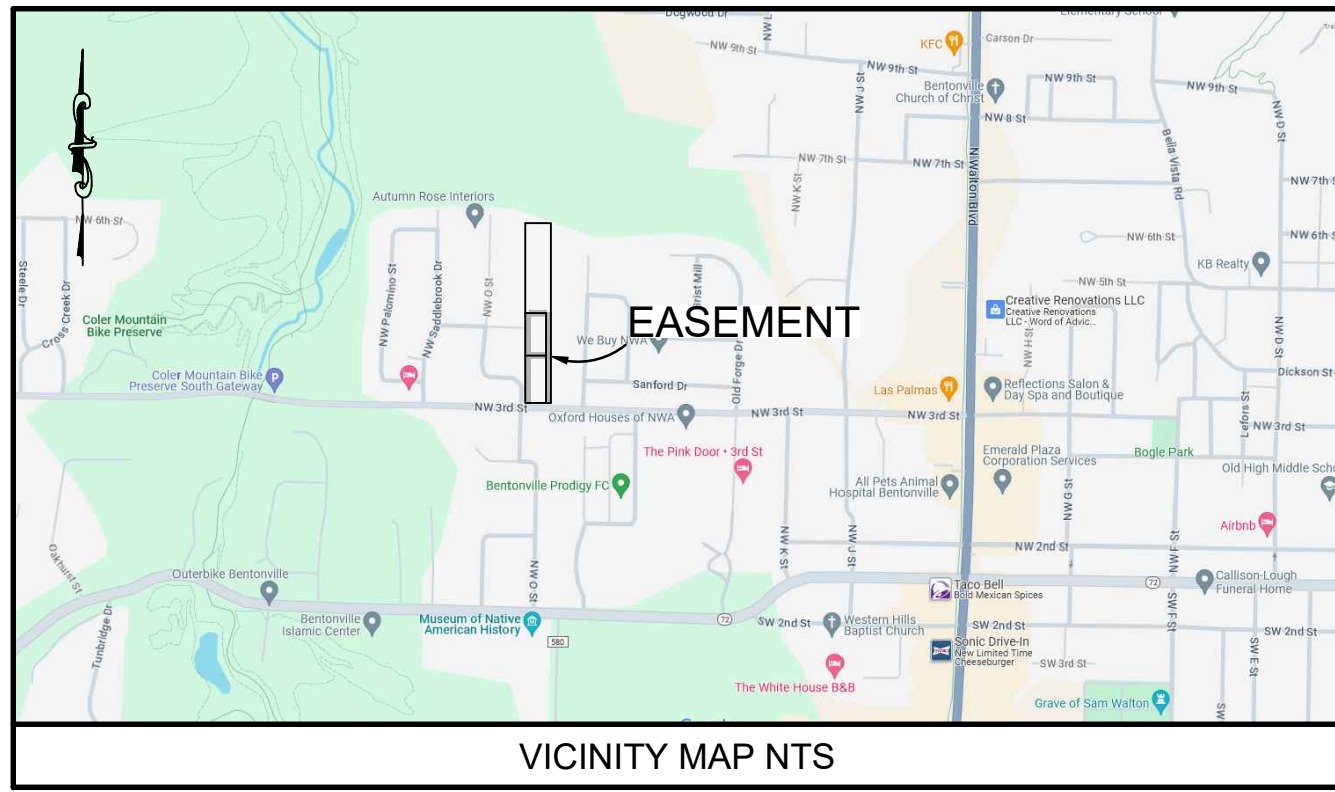
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

G:\2024\24-102 Survey\24-102 EASEMENT.DWG



Property Description:

Lot 1 of Lot Split Forrest Oaks Subdivision as recorded at Plat #L2017056697, Benton County, Arkansas.

AND

Lot 2 of Lot Split Forrest Oaks Subdivision as recorded at Plat #L2017056697, Benton County, Arkansas.

AND

Lot 3 of Lot Split Forrest Oaks Subdivision as recorded at Plat #L2017056697, Less & Except the Right of Way taken per Consent Judgment (CV-2004-1855-2) and Order of Possession (CIV-2005-1239-1), Benton County, Arkansas, being more particularly described as follows:

Commencing at a found p/k nail at the Southeast corner of the NE1/4 SW1/4 of Section 25, T-20-N, R-31-W. Thence N 02°29'13" E along the East line of said NE1/4 SW1/4, a distance of 40.83 feet; Thence N 87°23'20" W, a distance of 19.93 feet to a found 1/2" rebar (PLS #1380), said point being on the Northerly right of way line of NW 3rd St per aforesaid Consent Judgment (CV-2004-1855-2) and the Point of Beginning; Thence N 87°23'20" W along the Northerly right of way line of said NW 3rd St per said Consent Judgment and along the Northerly right of way line of said NW 3rd St per aforesaid Order of Possession (CIV-2005-1239-1), a distance of 206.48 feet to the West line of aforesaid Lot 3; Thence N 02°21'38" E along the West line of said Lot 3, a distance of 159.01 feet to the NW corner of said Lot 3; Thence S 87°23'20" E along the North line of said Lot 3, a distance of 206.85 feet to a found 1/2" rebar at the NE corner of said Lot 3; Thence S 02°29'49" W along the East line of said Lot 3, a distance of 159.01 feet to the Point of Beginning, containing 0.75 Acres more or less.

EASEMENT TO BE VACATED

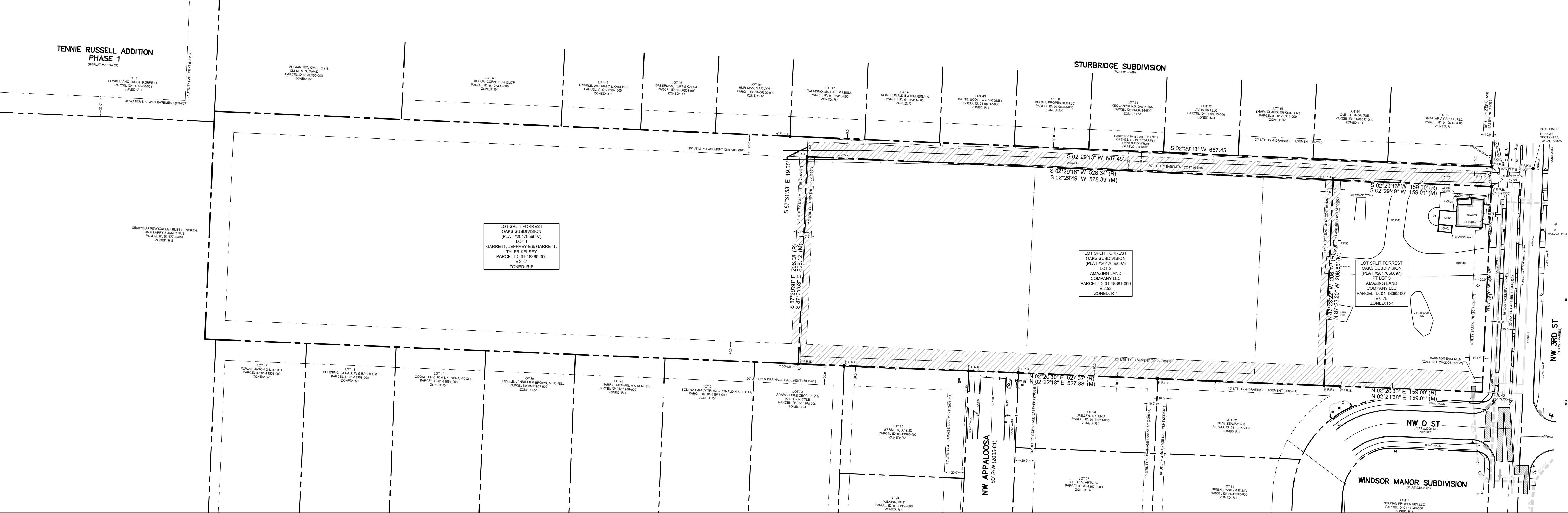
Utility Easement Vacation Description:

Part of Lot 1, part of Lot 2 and part of Lot 3 of Lot split Forrest Oaks Subdivision as recorded at plat #L2017056697, Benton County, Arkansas being more particularly described as follows:

The Northerly 7.5 feet of said Lot 3; The Westerly 20 feet of said Lot 3, less the Southerly 14.17 feet; The Northerly 7.5 feet of said Lot 2; The Southerly 7.5 feet of Lot 2; The Westerly 20 feet of said Lot 2; The Southerly 7.5 feet of said Lot 1; Part of Lot 1 particularly described as follows:

Commencing at the Southeast corner of said Lot 1 said point being on the Northerly Right of Way of NW 3rd Street; Thence N 87°23'20" W, a distance of 5.00 feet along said Northerly Right of Way to the Point of Beginning; Thence continue N 87°23'20" W, a distance of 14.93 feet to a 1/2" Found Rebar at the Southeast corner of Lot 3; Thence N 02°29'49" E along said Easterly line of said Lot 3, a distance of 159.01 feet to a Found 1/2" Rebar at the Southeast corner of said Lot 2; Thence continue N 02°29'49" E, a distance of 528.39 feet to a 1/4" Found Rebar at the Northeast corner of said Lot 2, Thence S 87°31'53" E, a distance of 14.60 feet; Thence S 02°29'13" W along a line that is parallel with and 5.00 foot West of the East line of said Lot 1, a distance of 687.45 feet to the Point of Beginning.

LEGEND	
●	FOUND MONUMENT
⊕	FIRE HYDRANT
⊗	WATER VALVE
⊗	WATER METER
⊗	GAS METER
⊗	POWER POLE
⊗	POWER POLE W/ LIGHT
⊗	GUY WIRE
⊗	LIGHT POLE
⊗	TELEPHONE PEDESTAL
⊗	ELECTRIC METER
⊗	SANITARY SEWER MANHOLE
⊗	SIGN
—WA—	WATER LINE
—GAS—	GAS LINE
—OHE—	OVERHEAD ELECTRIC
⊗	(SIZE) FOUND REBAR



INCORPORATED

CONSULTANTS

DEVELOPMENT

PROJECT TITLE: NW 3RD STREET
BENTONVILLE, ARKANSAS
PROJECT NO: 24
SHEET NO: 24

E

RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed by AMAZING LAND COMPANY LLC with the City of Bentonville, Arkansas requesting a utility easement vacation (VAC26-0033) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Part of Lot 1, part of Lot 2 and part of Lot 3 of Lot split Forrest Oaks Subdivision as recorded at plat #L2017056697, Benton County, Arkansas being more particularly described as follows:

The Northerly 7.5 feet of said Lot 3; The Westerly 20 feet of said Lot 3, less the Southerly 14.17 feet; The Northerly 7.5 feet of said Lot 2; The Southerly 7.5 feet of Lot 2; The Westerly 20 feet of said Lot 2; The Southerly 7.5 feet of said Lot 1; Part of Lot 1 particularly described as follows:

Commencing at the Southeast corner of said Lot 1 said point being on the Northerly Right of Way of NW 3rd Street; Thence N 87°23'20" W, a distance of 5.00 feet along said Northerly Right of Way to the Point of Beginning; Thence continue N 87°23'20" W, a distance of 14.93 feet to a ½" Found Rebar at the Southeast corner of Lot 3; Thence N 02°29'49" E along said Easterly line of said Lot 3, a distance of 159.01 feet to a Found 1/2" Rebar at the Southeast corner of said Lot 2; Thence continue N 02°29'49" E, a distance of 528.39 feet to a ½" Found Rebar at the Northeast corner of said Lot 2, Thence S 87°31'53" E, a distance of 14.60 feet; Thence S 02°29'13" W along a line that is parallel with and 5.00 foot West of the East line of said Lot 1, a distance of 687.45 feet to the Point of Beginning.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing September 8, 2026, at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the ____ day of _____ 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Glynn Bertrand
Phone:	(479) 271-3172	For Department(s):	Police Department
Email:	glynn.bertrand@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution and Budget Adjustment Recognizing a Donation from Harps Food Stores, Inc.
Action Recommendation & Justification:	Resolution recognizing a donation in the amount of \$563.00 from Harps Food Stores, Inc. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Allocate funds from Miscellaneous Donation (Account 102010-37010) to Miscellaneous Expense Account (102010-42830).
Amount for Approval:	\$ 563.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

102010-37010	Miscellaneous Donation Account	\$	\$ 563.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-42830	Miscellaneous Expense Account	\$ 563.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO
RECOGNIZE DONATION FROM HARPS FOOD STORES, INC
IN THE AMOUNT OF FIVE-HUNDRED SIXTY-THREE DOLLARS
(\$563.00); AND FOR OTHER PURPOSES.**

WHEREAS, Harps Food Stores, Inc. has generously provided a donation to support community programs and services; and

WHEREAS, the Bentonville Police Department wishes to formally recognize this contribution and adjust the budget to reflect the receipt of these funds; and

WHEREAS, the acceptance of this donation will enhance the ability of the Department to carry out its mission and serve the public effectively.

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

Section 1 – Authorization of Budget Adjustment:

The donation from Harps Food Stores, Inc. in the amount of five hundred sixty-three dollars \$563.00 is hereby gratefully acknowledged. The 2026 Budget is hereby adjusted to recognize said amount into Account #102010-37010 Miscellaneous Donation Account and to then appropriate the same amount into Account #102010-42830 Miscellaneous Expense Account.

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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Chief Glynn Bertrand
Phone:	479-271-3170	For Department(s):	Police Department
Email:	Glynn.Bertrand@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Recognize and Accept a Justice Assistance Grant for Additional Police Equipment
Action Recommendation & Justification:	Resolution to recognize and accept a Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,824.00. A budget adjustment is needed to recognize the funds.
Additional Comments for Consideration (Optional):	JAG funds (15PBJA-25-GG-02812-JAGX) will be used to purchase a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence. The grant will cover \$12,824 and the remaining \$5,926 will be paid by moving budget from 43310 Technical/Data Processing to 47210 Computer Equipment
Amount for Approval:	\$ 12,824.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☒ OTHER: JAG Funds (Grant)

Budget Adjustment (to be completed by Finance when applicable)

102010-33110	Federal Grant Account	\$	\$ 12,824.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-43310	Technical/Data Processing	\$ -5,926.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47210	Computer Equipment	\$ 12,824.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47210	Computer Equipment	\$ 5,926.00	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

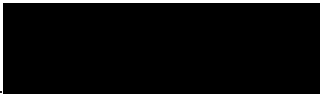
**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.



Signature of Chief Executive of the Applicant Unit of
Local Government
Stephanie Orman

Printed Name of Chief Executive
City of Bentonville

Name of Applicant Unit of Local Government

August 13, 2026 | 2:05 PM CDT

Date of Certification
Mayor

Title of Chief Executive



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BENTONVILLE 1000 SW 14TH ST
City, State and Zip:	BENTONVILLE, AR 72712
Recipient UEI:	FLE5EGLSGK66
Project Title: Bentonville AR Community Policing Opportunities. Forensic Recovery and Evidence Device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence.	Award Number: 15PBJA-25-GG-02812-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: \$12,824.00	Federal Award Date: 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: This grant will help fund a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence. The local grant allocation will pay for a majority of this item, and the remainder will be paid for with the police's budget.	

Award Letter

July 31, 2026

Dear Stephanie Orman,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF BENTONVILLE for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is \$12,824.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important

matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

<https://bja.ojp.gov/funding/nepa-guidance> for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name

Chris

Middle Name

no value

Last Name

Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

FLE5EGLSGK66

Street 1

1000 SW 14TH ST

Street 2

City

BENTONVILLE

State/U.S. Territory

Arkansas

Zip/Postal Code

72712

Country

United States

County/Parish

Province

Award Details

Federal Award Date

7/31/26

Award Type

Initial

Award Number

15PBJA-25-GG-02812-JAGX

Supplement Number

00

Federal Award Amount

\$12,824.00

Funding Instrument Type

Grant

Assistance Listing

Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14622791

Grant Manager Name

Elaine Vanlandingham

Phone Number

[REDACTED]

E-mail Address

[REDACTED]

Project Title

Bentonville AR Community Policing Opportunities. Forensic Recovery and Evidence Device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence.

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

This grant will help fund a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence. The local grant allocation will pay for a majority of this item, and the remainder will be paid for with the police's budget.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially

similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

Condition 3

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6

Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any

applicable Federal civil rights or nondiscrimination laws.

Condition 7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at

any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 11

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22**OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 23**Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24**Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25**Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26**Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 33

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit <https://sam.gov/fsrs>.

Condition 34

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35

Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following

statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
- f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44

The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo

external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records

systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49

Compliance with trauma kit standards

If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction.

A. For purposes of this condition—

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—

(a) through any database,

(b) in connection with any law enforcement partnership or task-force,

(c) in connection with any request for law enforcement assistance or -cooperation, or

(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one—

(a) within the recipient, or

(b) to any subrecipient (at any tier) that is a government entity.

B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—

(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or

(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.

Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.

5. Rules of Construction.

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(4) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.

Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability.

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities.

Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be

exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).

(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55

The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56

Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less

than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57

No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bj.a.ojp.gov/funding/uas>.

Condition 58

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59

No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bj.a.ojp.gov/funding/uas>.

Condition 60

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs

or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

Condition 62

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification (ACM) has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either)

may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/27/26 6:45 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Sold To

Bentonville Police Department AR
Christopher Alexander #309
908 SE 14th Street
Criminal Investigations Division
Digital Forensics Unit
Bentonville, AR

Phone 479-418-8629
Email Chris.Alexander@Bentonville.A

Ship To

Bentonville Police Department AR
Christopher Alexander #309
908 SE 14th Street
Criminal Investigations Division
Digital Forensics Unit
Bentonville, AR

Phone 479-418-8629
Email Chris.Alexander@Bentonville.A

Quote Prepared By

Denny Carroll

O: 9209631401

C: 2246298805

dcarroll@acecomputers.com



Please note that actual memory operating speed is based on both the CPU selected and the Motherboard, and is typically not related to the rated speed of the memory (which correlates to the maximum memory speed).

Ace Computers Factory reserves the right to swap components based on availability to meet required delivery SLA. Any changes will be equivalent or better performance / specifications.

Contact forensics@acecomputers.com to FINALIZE Quotes, Changes or to process an order.

Terms

NET 30

P.O. Number

Ship Via

BEST WAY

Qty	Ace System #	Description	Unit Price
1	AF-MAX-TR9K	ACE FORCE MAX - AMD THREADRIPPER DIGITAL FORENSIC SYSTEM This build configuration meets or exceeds the customer requirements: CHASSIS: • Vanguard Style 12-Bay Forensic Full-Tower • 12x 5.25" Bays, (Bay availability depends on configuration) • Dimensions: 24.5"D x 9"W x 23.5"H • 1 x USB Type-C, 1 x e-SATA, 2 x USB 3.x, 1 x Microphone, 1 x Headphone • Premium Low Noise Cooling Fan(s) • Premium Grade Quiet Liquid Cooling Fan/Radiator/Pump • Premium 1200W 80+ Platinum Rated Efficiency, PS, w/ 5-15P Power Cord MOTHERBOARD & CHIPSET: • Asus WS WRX90E-SAGE SE Workstation Motherboard - AMD WRX90 Chipset - Socket sTR5 - SSI EEB - Ryzen Threadripper PRO Processor - Supported DDR5 SDRAM Maximum RAM - DIMM, UDIMM - 8 x Memory Slots - Gigabit Ethernet - DisplayPort - 4 x SATA Interfaces, I/O: • 2 x USB4® port(s) (2 x USB Type-C®, 40Gbps) • 6 x USB 3.2 Gen 2 port(s) (6 x Type-A) • 1 x USB 2.0 port(s) (2 x Type-A) • 1 x VGA port • 2 x mini DisplayPort (Input only) • 2 x Intel® 10Gb Ethernet port(s) • 1 x Realtek® 1Gb Ethernet port (BMC / management) • 2 x Audio jack(s) • 1 x BIOS FlashBack™ button	\$18,750.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Qty	Ace System #	Description	Unit Price
		• 1 x Clear CMOS button • 1 x USB 3.2 Gen 2x2 connector(s) (USB Type-C®, 20Gbps) • 1 x USB 3.2 Gen 1 header(s) support(s) additional 2 USB 3.2 Gen 1 ports • 2 x USB 2.0 header(s) support(s) additional 4 USB 2.0 ports CPU PROCESSOR: • AMD Ryzen Threadripper 9000 9970X Dotriaconta-core (32 Core) 4 GHz Processor - Box - 128 MB L3 Cache - 32 MB L2 Cache - 2.50 MB L1 Cache - 64-bit Processing - 4 nm - Socket sTR5 No Graphics - 350 W - 64 Threads MEMORY: • Kingston 256GB (8 x 32GB) DDR5 5600MT/s CL28 FURY Renegade Pro RDIMM Black EXPO - For Motherboard - 256 GB (8 x 32GB) - DDR5-5600/PC5-44800 DDR5 SDRAM - 5600 MHz Dual-rank Memory - CL28 - 1.35 V - ECC - Registered - 288-pin - DIMM - Lifetime Warranty GPU VIDEO: •=> PNY GeForce RTX™ 5060 8GB Dual Fan GPU - NVIDIA Blackwell Architecture, 8 GB GDDR7, 2497 MHz Boost Clock, 448 GB/s Memory Bandwidth, 128-bit Memory Interface, 154W Max Power Consumption, DisplayPort 2.1b (x3), HDMI 2.1b (x1), Dual-Slot Width. DATA STORAGE NVMe PCIe M.2 • NVMe Gen5 - 1x - => None • NVMe Gen4 - 2x - => Samsung 990 PRO 1 TB Solid State Drive - M.2 2280 Internal - PCI Express NVMe (PCI Express NVMe 4.0 x4) - Desktop PC, Gaming Console Device Supported - 7450 MB/s Maximum Read Transfer Rate - 256-bit AES Encryption Standard EVIDENCE DATA RAID: RAID - Yes, (HDD RAID 10, SSD RAID10) • RAID Controller Card: => BROADCOM - IMSOURCING MegaRAID 9341-8i SAS Controller - 12Gb/s SAS - PCI Express 3.0 x8 - Low-profile - Plug-in Card - RAID Supported - 0, 1, 5, 10, 50, JBOD RAID Level - 2 x SFF-8643 - 8 Total SAS Port(s) - 8 SAS Port(s) Internal - PC, Linux • RAID Cable: => Supermicro Slimline x8 (STR) To 8x SATA,70cm,100 Ohm,RoHS - First End: 8 x 7-pin Serial ATA - Second End: SFF-8654 SlimSAS • RAID FAN: DELTA 50X50X10 5500 3P 11.4CFM • SSD - => 4x Samsung 870 EVO MZ-77E1T0E 1 TB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Desktop PC, Notebook, Storage System Device Supported - 560 MB/s Maximum Read Transfer Rate - 256-bit Encryption Standard - 5 Year Warranty • HDD - =>4x WD Red Plus WD40EFZZ 4 TB Hard Drive - 3.5" - SATA - Conventional Magnetic Recording (CMR) Method - NAS, Desktop PC Device Supported - 5400rpm - 180 TB TBW - 3 Year Warranty NETWORK ATTACHED STORAGE NAS: No HOT SWAP FRONT I/O (Options HDD, SSD and NVMe hot swap) •HDD Hot Swap - Yes - 5bay 3.5" HDD - No drives installed •SSD Hot Swap - No •NVMe Hot Swap - No FORENSIC HARDWARE: • Ace Dongle Safe USB dongle protection (included) Bay1 • BluRay Optical 16X Triple Burner (DVD/CD/Blu-Ray) (End of Life and no inventory available after 2026) Bay2 • Front cooling fan - Law enforcement blue (3 bays) • Hot Swap 3.5" x 5 bay • USB 3.x and USB-C updated front interface - Not included • 10-Port USB 3.x HUB (R/W) - Not included • Ace Forensics Extendable Device Cooling Bay w/ Integrated (2x-USB-C)	

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Qty	Ace System #	Description	Unit Price
		(2x-USB-A) Ports USB 3.X HUB (R/W) & Ace Forensic Media Card Reader (R/O) – Not included • Logicube Forensic WriteBlocker – Not included • 10 of 12 bays used, 2 bays available for additional forensic I/O OPERATING SYSTEM: Windows 11 Pro 64-Bit High End Forensically Hardened OS WARRANTY: **Exclusive provider of five (5) year digital forensic warranty** Warranty 5-Year Parts & Labor Return-to-Depot Parts Replacement Phone Support Help Desk Available Mon-Fri 8am - 5pm CST SHIPPING: Domestic Freight & Shipping Included (USA ONLY). System ship palatalized for safe transport arrival. TAA COMPLIANT ISO: Assembled in an ISO 9001:2015, 14001:2015, 45001:2018 Certified Facility- ISO 27001 and ISO 28000 certified https://acecomputers.com/iso-company/ EPEAT & ENERGY STAR PARTICIPANT: https://acecomputers.com/company/sustainability-computer/ *Legal Notice: Quotation is for reference purposes only and will not be legally binding on either party. Quotations, in any format, furnished by Ace Computers shall not constitute a firm offer and may be changed or revoked at any time due to tariff fluctuations, regulatory changes, or order of any government bodies of any country beyond the control of Ace Computers. All Quotes Labeled as DRAFT are not valid until Finalized. This quotation is valid for 7 days from the FINAL issuance date. We reserve the right to rectify any typographical errors or omissions at our discretion.	

SubTotal	\$18,750.00
Tax	\$0.00
Shipping	\$0.00
Total	\$18,750.00

Please contact me if I can be of further assistance.

For Ace Branded Systems, or Systems in which Ace Computers Engineering and Production have imaged an Operating System per Customer Specifications, please contact Ace Technical Support before removal of that OS image, or you may be liable for additional engineering charges as a result of non-standard support requirements when attempting to reinstall/reimage your system.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
RECOGNIZE AND ACCEPT A JUSTICE ASSISTANCE GRANT FOR
ADDITIONAL POLICE EQUIPMENT IN THE AMOUNT OF TWELVE
THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS (\$12,824.00),
AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and the City Clerk are authorized to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of twelve thousand eight hundred twenty-four dollars (\$12,824.00);

WHEREAS, JAG funds (15PBJA-25-GG-02812-JAGX) will be used to purchase a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence.

WHEREAS, the grant will cover twelve thousand eight hundred twenty-four dollars (\$12,824.00) and the remaining five thousand nine hundred twenty-six dollars (\$5,926) will be paid by moving budget from 43310 Technical/Data Processing to 47210 Computer Equipment budget adjustment is needed to recognize grant funds.

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

Section 1: That the Mayor and City Clerk are authorized to accept a Justice Assistance Grant for Additional Police Equipment in the amount of twelve thousand eight hundred twenty-four dollars (\$12,824.00);

Section 2: The 2026 Budget is adjusted to recognize grant funds in the amount twelve thousand eight hundred twenty-four dollars (\$12,824.00) into Account # 102010-33110 – Federal Grants then appropriating said amount into Account #102010-47210 Computer Equipment. The budget is further adjusted to appropriate Five-Thousand Nine-Hundred Twenty-Six Dollars (\$5,926.00) from Account #102010-43310 Technical/Data Processing into Account #102010-47210 Computer Equipment.

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:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Marcus Williams
Phone:	479-271-3151	For Department(s):	Fire
Email:	Marcus.williams@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Surplus a 2013 Chevrolet Tahoe
Action Recommendation & Justification:	Resolution to declare a 2013 Chevrolet Tahoe (Vin #1 GNSK2E05DR293944) as surplus for trade in on new vehicle. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	2013 Tahoe is undepenable travel vehicle. One of the oldest vehicle of the fleet.
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
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

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 AUTHORIZING THE BENTONVILLE POLICE
DEPARTMENT TO DECLARE THE 2013 CHEVROLET TAHOE (VIN
#1GNSK2E05DR293944) AS SURPLUS AND APPROVE FOR TRADE-IN
TOWARD THE ACQUISITION OF A NEW VEHICLE; AND FOR OTHER
PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in Exhibit “A” have become obsolete and are no longer used by the city;

WHEREAS, upon being approved and declared as surplus for trade in on new vehicle;
and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may trade in the item contained in attached Exhibit
“A” towards a new vehicle;

Section 2: A record of all items that are disposed of shall be maintained;

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

EXHIBIT 'A'

**AFFIDAVIT OF DISPOSAL OF CERTAIN PROPERTY OF THE CITY OF
BENTONVILLE FIRE DEPARTMENT WHICH HAS BEEN RENDERED
SURPLUS.**

I, Marcus Williams, do hereby certify that the following property of the City of Bentonville inventory has been rendered surplus due to damage or prolonged use, is no longer of service to the City, and is now appropriate for trade pursuant to Ark. Code Ann. § 14-54-302.

I further certify that I will be responsible for overseeing the trade of said property. The records listed below contain descriptions of the property to be traded.

TYPE OF PROPERTY:

Description:

1. 2013 Chevrolet Tahoe 1GNSK2E05DR293944

Marcus Williams
Division Chief Admin.

SUBSCRIBED AND SWORN TO before me this 19 day of August, 2026.

Notary Public

My commission expires: 04/01/2032

BEVERLY J HALL
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires 04/01/2032
Commission No. 12387511



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Curtis Sharp
Phone:	479-271-3151	For Department(s):	Fire
Email:	Curtis.sharp@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Surplus two 2016 Ford Excellance Ambulances
Action Recommendation & Justification:	Resolution to declare two 2016 Ford Excellance Ambulances.(Vin# 1 FDUF4HT6GEA33521) and (VIN # 1 FDUF4HTOGEC34122 for sale. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Both Ambulances are not up to date and are being replaced in October.
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE BENTONVILLE FIRE
DEPARTMENT TO DECLARE TWO 2016 FORD EXCELLANCE
AMBULANCES (VIN# 1 FDUF4HT6GEA33521) AND (VIN# 1
FDUF4HT0GEC34122) FOR SALE THROUGH INTERNET AUCTION OR
OTHER AVAILABLE MEANS; AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in Exhibit “A” have become obsolete and are no longer used by the city;

WHEREAS, upon being approved and declared as surplus; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may auction the items contained in attached Exhibit “A” through internet auction or other means whichever nets the highest value;

Section 2: A record of all items that are disposed of shall be maintained;

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

EXHIBIT 'A'

**AFFIDAVIT OF DISPOSAL OF CERTAIN PROPERTY OF THE CITY OF
BENTONVILLE FIRE DEPARTMENT WHICH HAS BEEN RENDERED
SURPLUS.**

I, Marcus Williams, do hereby certify that the following property of the City of Bentonville inventory has been rendered surplus due to damage or prolonged use, is no longer of service to the City, and is now appropriate for sell pursuant to Ark. Code Ann. § 14-54-302.

I further certify that I will be responsible for overseeing the sale of said property. The records listed below contain descriptions of the property to be sold.

TYPE OF PROPERTY:

Description:

1. 2016 Ford F450 Excellance Ambulance 1FDUF4HT6GEA33521
2. 2016 Ford F450 Excellance Ambulance 1FDUF4HT0GEC34122



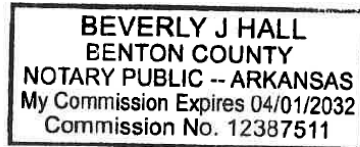
Marcus Williams
Division Chief Admin.

SUBSCRIBED AND SWORN TO before me this 19 day of August, 2026.



(Notary Public)

My commission expires: 04/01/2032





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Marcus Williams
Phone:	479-271-3151	For Department(s):	Fire
Email:	marcus.williams@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding to Purchase & Upfit a 2026 Chevrolet Silverado
Action Recommendation & Justification:	Ordinance to waive competitive bidding for the purchase and upfitting of a 2026 Chevrolet Silverado. Superior Automotive Group honors state bid pricing, but they are not on state bid. Purchasing the vehicle and the upfit from Superior allows all the work to happen at one location. This applies to all warranties as well. Budgeted item with no budgeted adjustment needed.
Additional Comments for Consideration (Optional):	Purchase and upfit a Chevrolet Silverado Truck \$58,760.55 Trade in 2013 Chevrolet Tahoe (\$3,250.00) Total after credit \$55,510.55
Amount for Approval:	\$ 55,510.55

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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Superior

Automotive Group

DATE 08/03/2026 STOCK NO. V362738
PURCHASER'S NAME CITY OF BENTONVILLE FIRE DEPARTMENT
STREET ADDRESS 1000 SW 14TH ST
CITY & STATE BENTONVILLE AR ZIP 72712-3625
BUSINESS PHONE _____ RESIDENCE PHONE _____

☐ NEW ☐ CAR
☐ USED ☒ TRUCK

AS FOLLOWS:

PLEASE ENTER MY ORDER FOR ONE

YEAR 2026	MAKE CHEVROLET	MODEL OR SERIES SILVERADO	BODY TYPE PU	COLOR	TRIM WT
MVI OR SERIAL NO. 3GCUKAED1TG362738		LAST PLATE NO. STATE	YEAR	ODOMETER MILEAGE 5	TO BE DELIVERED ON OR ABOUT 08/03/2026

[illegible]

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof; that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL ACCORDING TO THE TERMS HEREOF UNTIL: In the event the buyer wishes to enter into a retail installment contract, approval of the terms thereof is given by a bank or finance company willing to purchase the retail installment contract between the parties hereto based on such terms, or (2) Payment in full is received.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser by his execution of the Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE _____

✓X

SALESMAN

ACCEPTED BY

DUS. MGR.
APPROVAL

TY MONTGOMERY

BALANCE ON TRADE-IN OWED TO

ADDRESS

USED VEHICLE ALLOWANCE	3250	00
BALANCE OWED	—	N/A
NET ALLOWANCE ON TRADE-IN	\$ 3250	00
CASH DEPOSIT		N/A
CASH TO BE PAID AT DELIVERY		N/A

TOTAL DOWN PAYMENT	3250.00
--------------------	---------

UNPAID CASH BALANCE DUE ON
DELIVERY OF VEHICLE

55510.55

	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VEHICLE ID NUMBER	STOCK NUMBER
TRADE IN	2013	CHEVROLE	TAHOE	UT	RED	87789	1GNSK2E05DR293944	V362738A
	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VEHICLE ID NUMBER	STOCK NUMBER
TRADE IN								
	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VEHICLE ID NUMBER	STOCK NUMBER
TRADE IN								

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



SOLD TO: **CITY OF BENTONVILLE FIRE DEPARTMENT**
 ADDRESS **1000 SW 14TH ST**
BENTONVILLE AR 72712-3625

No.

DATE **08/03/2026**

PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	CHEVROLET	PU		SILVERADO	2026	V362738	3GCUKAED1TG362738
TRADE-IN	CHEVROLET	UT	RED	TAHOE	2013	V362738A	1GNSK2E05DR293944
TRADE-IN							
TRADE-IN							

CUST # 396657	PRICE OF CAR OR TRUCK	58760.55
	ACC.	N/A
	MISC.	N/A
		N/A
	TAX-LICENSE -TITLE & TRANSFER	N/A
	VEHICLE SERVICE CONTRACT	N/A
	TOTAL CASH DELIVERED PRICE	58760.55
	FINANCE CHARGES	N/A
	INSURANCE CHARGES (COLL. & COMP)	N/A
	CREDIT LIFE	N/A
	A & H INS.	N/A
	TOTAL DELIVERED PRICE	58760.55
	ACCT/REC BAL.	
	CASH ON DEPOSIT	N/A
	CASH PAID ON DELIVERY	N/A
	TRADE IN \$	3250.00
	LESS BALANCE OWED \$	N/A
	TO	3250.00
		N/A
	# N/A PAYMENTS @ \$	55510.55
	TOTAL CREDITS	3250.00

To Avoid Penalty
Sales Tax Must Be Paid
or Transfer Made Within
30 Days From Date of Sale

SERVICE AND HANDLING FEE
 "A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By _____	X	_____
_____		_____
_____		_____

By _____ AUTHORIZED SIGNATURE PURCHASER'S SIGNATURE

SOLD BY **TY MONTGOMERY**

Arkansas law does not provide for a "cooling off" or other cancellation period for vehicle sales.

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

X X _____ Buyer	CITY OF BENTONVILLE FIRE DEPARTMENT Printed Name	03/2026 Date
X _____ Co-Buyer	_____ Printed Name	_____ Date

CITY OF BENTONVILLE FIRE DEPARTMENT

CUSTOMER'S NAME

V362738

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	SILVERADO	PU
VEHICLE IDENTIFICATION NUMBER		YEAR
3GCUKAED1TG362738		2026

X

TRANSFEROR'S

SUPERIOR CHEVROLET BUICK GMC

PRINTED NAME

490 HWY 412 EAST

TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS

CITY

AR

STATE

72761

ZIP CODE

08/03/2026

DATE OF STATEMENT

X

TRANSFeree'S SIGNATURE

CITY OF BENTONVILLE FIRE DEPARTMENT

PRINTED NAME

CITY OF BENTONVILLE FIRE DEPARTMENT

TRANSFeree'S NAME

1000 SW 14TH ST

TRANSFeree'S ADDRESS (STREET)

BENTONVILLE

CITY

AR

STATE

72712-3625

ZIP CODE

CITY OF BENTONVILLE FIRE DEPARTMENT
CUSTOMER'S NAMEV362738A
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CITY OF BENTONVILLE FIRE DEPARTMENT (transferor's name, PRINT)

state that the odometer now reads 87789 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY. **B**

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UT
VEHICLE IDENTIFICATION NUMBER	YEAR	
1GNSK2E05DR293944	2013	

x 

TRANSFEROR'S SIGNATURE

CITY OF BENTONVILLE FIRE DEPARTMENT

PRINTED NAME

1000 SW 14TH ST

TRANSFEROR'S ADDRESS (STREET)

BENTONVILLE

CITY

AR
STATE

72712-3625

ZIP CODE

08/03/2026

DATE OF STATEMENT


SUPERIOR CHEVROLET BUICK GMC

PRINTED NAME

SUPERIOR CHEVROLET BUICK GMC

TRANSFEREE'S NAME

490 HWY 412 EAST

TRANSFEREE'S ADDRESS (STREET)

SILOAM SPRINGS

CITY

AR
STATE

72761

ZIP CODE



Vehicle Locator

Dealer Information

SUPERIOR CHEVROLET GMC
490 HWY 412 E
SILOAM SPRINGS, AR 72761
Phone: 479-524-3152
Fax:

3GCUKAED1TG362738

Model Year: 2026
Make: Chevrolet
Model: 1500 Silverado
4WD, Short Crew-CK10543
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Red Hot-G7C
Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G
Engine: Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84
Transmission: 10-Speed Automatic-MI2

Event Code: 5000-Delivered to Dealer
Order #: FVZRPC
MSRP: \$52,782.00

Order Type: FBC-Fleet Political Subdivision
Stock #: V362738
Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

	MSRP
(SEO) Wiring - Grille Lamp and Speakers-6J3	\$207.00
(SEO) Wiring - Horn/Siren Circuit-6J4	\$105.00
1WT Value Package-PEB	\$960.00
Auto Locking Differential, Rear-G80	\$395.00
Bumper, Front, Chrome-V46	\$200.00
Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84	\$1,595.00
Option Package Discount-1SZ	-\$500.00
Tailgate Function--EZ Lift, Power Lock & Release-QT5	\$150.00
Upfitter / Accessory Electrical Switches-9L7	\$150.00
Vehicle Special Service, Municipal (SEO)-5W4	\$675.00
Wheels: 17" Bright Silver Painted Aluminum-Q5U	\$350.00

No Cost Options

10-Speed Automatic-MI2
Federal Emissions-FE9
GVW Rating 7100 Lbs-C5Y
Holdback N/A, Dealer Fleet Assistance-VQ2
Rear Axle: 3.23 Ratio-GU5

State Bid Price	\$43,635
Highlighted Options	\$2,517
Truck Price	\$46,152
Upfit Price	\$12,608.55
Truck Price w/ Upfit	\$58,760.55
Trade in	-\$3,250
Bottom Dollar	\$55,510.55

Highlighted options are options on this truck that are not standard on the state bid truck.

Other Options

(SEO) Calibration, taillamp flasher, Red/Red-5LO
 110 Volt Electrical Receptacle, In P/U Box-KC9
 1WT Convenience 1 Package-PCV
 2-USBs, Second Row Charge/Data Ports-UBI
 Alternator, 220 AMP-KW5
 Bumper, Rear, Chrome Step-VJH

Calibration, Surveillance Mode Int. Lighting (SEO)-5J3
 Calibration, remote ext. lights/horn disable (SEO)-5J1
 Chevy Safety Assist-PED
 Cruise Control-K34
 Durabed-E63
 Fleet Processing Option-FLT
 Following Distance Indicator-UE4
 Glass, Deep Tinted-AKO

Headlamps, Intellibeam-TQ5
 Interior Trim, Jet Black-4AA
 Lane Keep Assist/Departure Warning-UHX

Mirrors, O/S: Power, Heated-DLF
 OnStar Communication System-UE1
 Proc Opt OTD Expedite-E2C
 Recovery Hooks-V76
 SALES PACKAGE CONVENIENCE-ZL3
 Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3
 Sensor, Front Pedestrian Braking-UKJ
 Single Exhaust System-NB5
 Spare Tire Lock-SAF

Standard Tailgate-QK1
 Supplier Installed Equipment-DNS
 Tire, Spare: 255/70 R17 All Season, Blackwall-QBR
 Trailing Package-Z82
 VIN MODEL YEAR 2026-WNO

Work Truck Preferred Equipment Group-1WT

(SEO) Flasher System, Headlamp and taillamp-6J7

120 Volt Electrical Receptacle, In Cab-KI4
 1WT-Vinyl, Jet Black, Interior Trim-H2G
 4G LTE Wi-Fi Hotspot capable-VV4
 Automatic Emergency Braking-UHY
 COUNTRY UNITED STATES OF AMERICA (USA)-EF7
 Calibration, Taillamp Flasher, Red/White (SEO)-5J9
 Chevrolet Infotainment, 7" Color Screen-IOR

Cooler, Engine Oil-KC4
 Defogger, Rear Window, Electric-C49
 ENGINEERING YEAR 2026-J26
 Floor Covering: Rubberized Vinyl, Black-BG9
 Front License Plate Mounting Provisions-VK3
 HANDLING CHARGE FROM SILAO ASM, TO KERR IND. ARLINGTON, TX, TO COP PER TRANSPORT ARLINGTON ASM. PLANT-GEZ
 Heavy Duty Air Filter-K47
 Keyless Remote Entry-AQQ
 MARKETING AREA US, PUERTO RICO/USVI-MAH

Nameplate - Chevrolet-X88
 Price Tracking Code-R7E
 Production Week 11-BZ2
 Red Hot-G7C
 SEO Processing Option-YK6
 Sensor, Forward Collision Alert-UEU

Ship Thru Code Acknowledgement-R6J
 Sold Order Expedite-R9Z
 Speaker System: Standard Sound System-UQF
 Stop Start Disable Function-KLF
 Suspension Package-Z85
 Tires: 255/70 R17 All Season, Blackwall-QBN

Transmission Cooling System-KNP
 WINDOW REG DRVR DR POWER OPERATED, EXPRESS UP/DOWN-AXG

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP TO PURCHASE AND UPFIT A 2026 CHEVROLET SILVERADO IN THE AMOUNT OF FIFTY-FIVE THOUSAND FIVE-HUNDRED TEN DOLLARS AND FIFTY-FIVE CENTS (\$55,510.55) AFTER A TRADE-IN CREDIT OF THREE-THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$3,250.00) FOR A 2013 CHEVROLET TAHOE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department needs to purchase a 2026 Chevrolet Silverado truck with upfitting.

WHEREAS, Superior Automotive Group will match state bid pricing for the vehicle, as equipped and because it would be beneficial to have the upfitting done at the same location and have warranties with the same entity, a waiver of competitive bidding is necessary.

WHEREAS, a budget adjustment is not needed to make this purchase.

NOW, THEREFORE, BE IT ORDAINED 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 Superior Automotive Group in the amount of Fifty-Five Thousand Five-Hundred Ten Dollars and Fifty-Five Cents (\$55,510.55).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for this purchase;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance 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:	8/25/2026	Submitted By:	Catherine Piasecki
Phone:	479-254-2084	For Department(s):	Airport
Email:	catherine.piasecki@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	☐ Appointment

Title, Recommendation & Justification

Title:	Resolution to Declare a Surplus Vehicle - 2013 GMC Traverse
Action Recommendation & Justification:	A Resolution to declare the following vehicle as surplus: 2013 GMC Traverse SUV. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Vehicle was previously used at the airport and is no longer in use. 2013 GMC Traverse SUV 4 door, VIN No. 1GNKRFED1DJ173210, Odometer: 107,174 mi.
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE BENTONVILLE MUNICIPAL
AIRPORT TO DISPOSE OF OBSOLETE PROPERTY NO LONGER USED BY
THE CITY THROUGH INTERNET AUCTION OR OTHER AVAILABLE
MEANS; AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in Exhibit “A” have become obsolete and are no longer used by the City;

WHEREAS, upon being approved and declared as surplus, these items will be sold via online auction or through other means whichever nets the highest value; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may auction the items contained in attached Exhibit “A” through internet auction or other means whichever nets the highest value;

Section 2: A record of all items that are disposed of shall be maintained;

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:

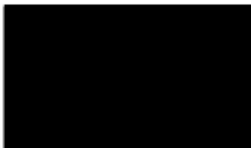
Malorie Marrs, CITY CLERK

EXHIBIT 'A'

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE
STREET DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE AND SURPLUS**

I, Catherine Piasecki, Airport Manager of the Bentonville Airport Department, do hereby certify that the following property of the Bentonville Airport Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2013 GMC Traverse Automatic Transmission, Unleaded, 4 door, SUV
a. VIN: 1GNKRFED1DJ173210

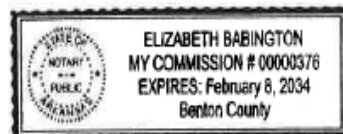

Name

Date: 8/19/2026


Notary Public

Date: 8-19-2026

Commission Expires: 2-8-2034





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Nathan Iazard
Phone:	479.418.0768	For Department(s):	Parks and Recreation
Email:	nathaniel.izard@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	☐ Appointment

Title, Recommendation & Justification

Title:	Resolution to Award Bid to Milestone Construction for Phillips Park Phase III
Action Recommendation & Justification:	A Bid Award, authorizing the Mayor and City Clerk to enter into an agreement with Milestone Construction, in the amount of \$2,066,933.08 for the construction of the North Entry and Parking lot for Phillips Park (Phase III). No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Bond funded project. Milestone Construction submitted the lowest qualified bid.
Amount for Approval:	\$ 2,066,933.08

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

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 98 of 244

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Nathaniel Iazard, Parks and Recreation Project Manager
Date: August 5, 2026
Re: Bid Award for Construction of Phillips Park – North Entry and Parking

Parks and Recreation staff request City Council approval of a bid award authorizing the Mayor and City Clerk to enter into an agreement with Milestone Construction in the amount of \$2,066,933.08 (Base Bid, Alternate 1B, and Alternate 3C), for the construction of North Entry and Parking Lot at Phillips Park. The above overall price includes \$34,289.00 for material costs from BEUD. However, prior to pre-construction meeting, that figure will be deducted and paid directly to BEUD. This project is paid via 2021 Bond Funds.

PROJECT HISTORY & BACKGROUND

Phillips Park was made possible through a generous land donation decades ago by civic leader Harlon Phillips, serving generations of local youth athletes. To modernize these facilities into a premier regional athletic destination, Bentonville voters approved a bond extension in 2021. That vision began with the completion of initial phase, a major overhaul to deliver seven new lighted ballfields, expanded parking, and a central concessions facility which will be followed by ongoing construction on the Restroom Pavilion and this parking lot and other amenities.

PROJECT DETAILS & NEXT STEPS

This project continues this progress by building the north entry and signage, reconstructing the north parking lot, adding new batting cages, creating connecting walking paths, and laying infrastructure for a future playground and rest area. Executing this project concurrently with the Restroom Project (Phase 2) allows Parks and Recreation to maximize taxpayer dollars while minimizing disruption to park visitors and scheduled league play.

If you have questions concerning this item, please email me at nathaniel.izard@bentonville.ar.gov or call 479.418.0768.



July 28, 2026

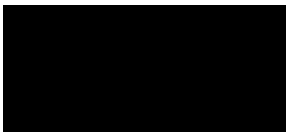
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712

RE: Phillips Park Phase III
CTA No. 21108302

Dear City of Bentonville,

Bids received during the July 2, 2026, bid opening for the above-referenced project are listed below. Inconsequential math errors were detected on Milestone's and EWI's initial bids, and the corrected bids are now shown below.

CONTRACTOR	BASE BID	Alt 1a	Alt 1b	Alt 2a	Alt 2b	Alt 3a	Alt 3b	Alt 3c
Milestone Construction Company, LLC	\$1,781,298.44	89,343.75	245,575.66	-	-	1,879.60	16,220.16	40,058.98
Branco Enterprises, INC	\$2,265,346.00	120,000.00	205,000.00	-	-	14,097.00	15,500.00	46,990.00
EWI INC	\$2,180,688.33	129,820.00	397,970.00	-	-	36,000.00	48,577.00	154,254.00
Legacy Construction Management	\$2,219,675.78	80,314.00	233,764.00	-	-	2,455.00	28,250.00	69,780.00



Bid Tab

Owner: City of Bentonville				Owner's Project							
Engineer: Crafton Tull & Associates				Engineer's Project 21108302							
Contractor:				Contractor's							
Project: Phillips Park Phase III											
Contract: Phillips Park Phase III											
Application No.:		Application Period:		From		Application Date:					
A	B	C	D								
				Milestone Bid		Branco Bid		EWI		Legacy	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Unit Price (\$)	Value of Bid Item (C X E) (\$)
Bid Opening											
1.0	Mobilization	1	L.S.	\$ 24,444.60	\$ 24,444.60	\$ 285,000.00	\$ 285,000.00	\$ 135,000.00	\$ 135,000.00	\$ 85,563.13	\$ 85,563.13
2.0	Erosion Control	1	L.S.	\$ 27,903.00	\$ 27,903.00	\$ 8,000.00	\$ 8,000.00	\$ 38,450.00	\$ 38,450.00	\$ 34,113.36	\$ 34,113.36
3.0	Clearing and Grubbing	8	ACRE	\$ 2,046.88	\$ 16,375.04	\$ 1,400.00	\$ 11,200.00	\$ 10,400.00	\$ 83,200.00	\$ 2,944.61	\$ 23,556.88
4.0	Undercut and Backfill	13,000	C.Y.	\$ 4.06	\$ 52,780.00	\$ 38.00	\$ 494,000.00	\$ 11.50	\$ 149,500.00	\$ 31.02	\$ 403,260.00
5.0	Dirt Work	1	LS	\$ 108,992.00	\$ 108,992.00	\$ 61,000.00	\$ 61,000.00	\$ 205,484.00	\$ 205,484.00	\$ 188,244.99	\$ 188,244.99
6.0	Demo 6' Lined Channel	59	L.F.	\$ 9.98	\$ 588.82	\$ 23.00	\$ 1,357.00	\$ 82.00	\$ 4,838.00	\$ 8.41	\$ 496.19
7.0	Demo Existing Curb and Gutter	67	L.F.	\$ 6.55	\$ 438.85	\$ 11.00	\$ 737.00	\$ 66.00	\$ 4,422.00	\$ 10.52	\$ 704.84
8.0	Demo existing parking lot and driveway	8,885	S.Y.	\$ 8.97	\$ 79,698.45	\$ 2.00	\$ 17,770.00	\$ 14.84	\$ 131,853.40	\$ 1.05	\$ 9,329.25
9.0	Demo Existing 18" CMP	20	L.F.	\$ 28.82	\$ 576.40	\$ 61.00	\$ 1,220.00	\$ 36.15	\$ 723.00	\$ 26.29	\$ 525.80
10.0	Demo Existing 32" CMP	40	L.F.	\$ 26.20	\$ 1,048.00	\$ 41.00	\$ 1,640.00	\$ 36.15	\$ 1,446.00	\$ 26.29	\$ 1,051.60
11.0	1.5" ACHM Surface Course	638	S.Y.	\$ 14.51	\$ 9,257.38	\$ 12.00	\$ 7,656.00	\$ 13.08	\$ 8,345.04	\$ 12.62	\$ 8,051.56
12.0	2.5" Binder	638	S.Y.	\$ 31.90	\$ 20,352.20	\$ 26.00	\$ 16,588.00	\$ 32.46	\$ 20,709.48	\$ 19.98	\$ 12,747.24
13.0	3" ACHM Surface Course	5,897	S.Y.	\$ 26.16	\$ 154,265.52	\$ 21.00	\$ 123,837.00	\$ 26.97	\$ 159,042.09	\$ 24.08	\$ 141,999.76
14.0	6" Aggregate Base Course	7,340	S.Y.	\$ 11.79	\$ 86,538.60	\$ 10.00	\$ 73,400.00	\$ 10.00	\$ 73,400.00	\$ 12.88	\$ 94,539.20
15.0	5" PCC Surface Course	1,845	S.Y.	\$ 74.04	\$ 136,603.80	\$ 53.00	\$ 97,785.00	\$ 68.00	\$ 125,460.00	\$ 60.71	\$ 112,009.95
16.0	4" Base Course	2,017	S.Y.	\$ 8.87	\$ 17,890.79	\$ 19.00	\$ 38,323.00	\$ 18.00	\$ 36,306.00	\$ 7.28	\$ 14,683.76
17.0	Headwalls w/ Wingwalls	2	EACH	\$ 8,777.00	\$ 17,554.00	\$ 10,000.00	\$ 20,000.00	\$ 5,564.00	\$ 11,128.00	\$ 5,258.24	\$ 10,516.48
18.0	Removable Bollards	2	EACH	\$ 131.00	\$ 262.00	\$ 1,300.00	\$ 2,600.00	\$ 1,590.00	\$ 3,180.00	\$ 188.47	\$ 376.94
19.0	6' Double Curbed Concrete Flumes W/ Energy Disapators	2	EACH	\$ 3,059.24	\$ 6,118.48	\$ 3,200.00	\$ 6,400.00	\$ 1,960.00	\$ 3,920.00	\$ 2,508.59	\$ 5,017.18
20.0	53"x34" RCHEP	24	L.F.	\$ 762.42	\$ 18,298.08	\$ 350.00	\$ 8,400.00	\$ 295.00	\$ 7,080.00	\$ 262.91	\$ 6,309.84
21.0	12" Nyloplast Dome Grate w/ Drain Basin	1	EACH	\$ 4,716.00	\$ 4,716.00	\$ 6,000.00	\$ 6,000.00	\$ 2,985.00	\$ 2,985.00	\$ 3,680.77	\$ 3,680.77
22.0	10" HDPE	198	L.F.	\$ 78.60	\$ 15,562.80	\$ 62.00	\$ 12,276.00	\$ 78.00	\$ 15,444.00	\$ 52.58	\$ 10,410.84
23.0	Concrete Drainage Channel	350	S.Y.	\$ 76.46	\$ 26,761.00	\$ 61.00	\$ 21,350.00	\$ 123.00	\$ 43,050.00	\$ 62.70	\$ 21,945.00
24.0	Stop signs	1	EACH	\$ 705.83	\$ 705.83	\$ 300.00	\$ 300.00	\$ 580.00	\$ 580.00	\$ 336.53	\$ 336.53
25.0	No outlet sign	2	EACH	\$ 705.83	\$ 1,411.66	\$ 300.00	\$ 600.00	\$ 620.00	\$ 1,240.00	\$ 336.53	\$ 673.06
26.0	ADA Parking Sign	5	EACH	\$ 705.83	\$ 3,529.15	\$ 900.00	\$ 4,500.00	\$ 620.00	\$ 3,100.00	\$ 336.53	\$ 1,682.65
27.0	Wheel stops	5	EACH	\$ 131.00	\$ 655.00	\$ 200.00	\$ 1,000.00	\$ 295.00	\$ 1,475.00	\$ 184.04	\$ 920.20
28.0	Bike Racks	16	EACH	\$ 689.68	\$ 11,034.88	\$ 600.00	\$ 9,600.00	\$ 487.00	\$ 7,792.00	\$ 553.66	\$ 8,858.56
29.0	Light Poles	10	EACH	\$ 15,323.02	\$ 153,230.20	\$ 11,000.00	\$ 110,000.00	\$ 14,637.00	\$ 146,370.00	\$ 8,465.45	\$ 84,654.50
30.0	Chain Link Fence	1,316	L.F.	\$ 19.65	\$ 25,859.40	\$ 38.00	\$ 50,008.00	\$ 39.55	\$ 52,047.80	\$ 33.65	\$ 44,283.40
31.0	Double Gates for Chain link fence	2	EACH	\$ 524.00	\$ 1,048.00	\$ 1,100.00	\$ 2,200.00	\$ 764.50	\$ 1,529.00	\$ 1,892.97	\$ 3,785.94
32.0	Ribbon Curb under chain link fence	1,316	L.F.	\$ 29.58	\$ 38,927.28	\$ 39.00	\$ 51,324.00	\$ 23.00	\$ 30,268.00	\$ 24.25	\$ 31,913.00
33.0	Archway sign	1	LS	\$ 24,964.98	\$ 24,964.98	\$ 60,000.00	\$ 60,000.00	\$ 42,400.00	\$ 42,400.00	\$ 63,646.44	\$ 63,646.44
34.0	Monument sign	1	LS	\$ 44,043.51	\$ 44,043.51	\$ 45,000.00	\$ 45,000.00	\$ 31,836.00	\$ 31,836.00	\$ 114,208.27	\$ 114,208.27
35.0	Standard Curb and Gutter	2,241	L.F.	\$ 27.10	\$ 60,731.10	\$ 37.00	\$ 82,917.00	\$ 32.50	\$ 72,832.50	\$ 22.23	\$ 49,817.43

Bid Tab

Owner:		City of Bentonville				Owner's Project					
Engineer:		Crafton Tull & Associates				Engineer's Project		21108302			
Contractor:						Contractor's					
Project:		Phillips Park Phase III									
Contract:		Phillips Park Phase III									

Application No.:		Application Period:		From		Application Date:					
------------------	--	---------------------	--	------	--	-------------------	--	--	--	--	--

A	B	C	D								
Bid Item No.	Description			Milestone Bid		Branco Bid		EWI		Legacy	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Unit Price (\$)	Value of Bid Item (C X E) (\$)
36.0	Mounatble Curb and Gutter	24	L.F.	\$ 26.76	\$ 642.24	\$ 37.00	\$ 888.00	\$ 31.50	\$ 756.00	\$ 21.95	\$ 526.80
37.0	Sidewalk	917	S.Y.	\$ 66.09	\$ 60,604.53	\$ 54.00	\$ 49,518.00	\$ 95.50	\$ 87,573.50	\$ 54.20	\$ 49,701.40
38.0	Truncated domes	4	S.Y.	\$ 576.19	\$ 2,304.76	\$ 1,000.00	\$ 4,000.00	\$ 295.00	\$ 1,180.00	\$ 472.47	\$ 1,889.88
39.0	Shade Tree	56	EACH	\$ 747.30	\$ 41,848.80	\$ 825.00	\$ 46,200.00	\$ 676.00	\$ 37,856.00	\$ 1,180.89	\$ 66,129.84
40.0	Shrubs and Groundcovers	86	EACH	\$ 13.85	\$ 1,191.10	\$ 31.00	\$ 2,666.00	\$ 12.97	\$ 1,115.42	\$ 22.01	\$ 1,892.86
41.0	Regular Steel Edging	85	L.F.	\$ 8.07	\$ 685.95	\$ 11.00	\$ 935.00	\$ 8.16	\$ 693.60	\$ 6.48	\$ 550.80
42.0	6" Top soil strip & stockpile (Landscape Island Prep)	1060	C.Y.	\$ 13.85	\$ 14,681.00	\$ 8.00	\$ 8,480.00	\$ 6.00	\$ 6,360.00	\$ 44.28	\$ 46,936.80
43.0	Cut and Reuse (Landscape Island Prep)	530	C.Y.	\$ 4.59	\$ 2,432.70	\$ 17.00	\$ 9,010.00	\$ 6.00	\$ 3,180.00	\$ 14.72	\$ 7,801.60
44.0	Cut and Haul-off (Landscape Island Prep)	530	C.Y.	\$ 4.59	\$ 2,432.70	\$ 24.00	\$ 12,720.00	\$ 24.97	\$ 13,234.10	\$ 14.72	\$ 7,801.60
45.0	Import-select fill (Landscape Island Prep)	530	C.Y.	\$ 26.20	\$ 13,886.00	\$ 8.00	\$ 4,240.00	\$ 25.28	\$ 13,398.40	\$ 18.93	\$ 10,032.90
46.0	Electric Transformer	1	EACH	\$ 44,919.36	\$ 44,919.36	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ 44,221.80	\$ 44,221.80
47.0	Primary Conduit	400	L.F.	\$ 98.25	\$ 39,300.00	\$ 39.00	\$ 15,600.00	\$ -	\$ -	\$ 57.76	\$ 23,104.00
48.0	Relocate Existing Electric/Fiber optic Utilities	1	L.S.	\$ 10,480.00	\$ 10,480.00	\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	\$ 12,776.47	\$ 12,776.47
49.0	Demo Existing Power Pole	2	EACH	\$ 393.00	\$ 786.00	\$ 300.00	\$ 600.00	\$ -	\$ -	\$ 630.99	\$ 1,261.98
50	Parking Lot Striping	1	L.S.	\$ 5,436.50	\$ 5,436.50	\$ 7,000.00	\$ 7,000.00	\$ 12,405.00	\$ 12,405.00	\$ 4,632.51	\$ 4,632.51
51	Contingency Allowance	1	L.S.	\$ 346,500.00	\$ 346,500.00	\$ 346,500.00	\$ 346,500.00	\$ 346,500.00	\$ 346,500.00	\$ 346,500.00	\$ 346,500.00
	unit Price total				\$ 1,781,298.44		\$ 2,265,346.00		2,180,688.33		\$ 2,219,675.78
Add Alt 1a	Concrete Slab for Batting cages	1500	S.Y.		\$ 89,343.75		\$ 120,000.00		\$ 129,820.00		\$ 80,314.00
Add Alt 1b	Batting cages	1	LS		\$ 245,575.66		\$ 205,000.00		\$ 397,970.00		\$ 233,764.00
Add Alt 2a	Concrete Slab for playground area	1800	S.Y.		\$ -						
Add Alt 2b	Playground equipment owner provided contractor to install	1	LS		\$ -						
Add Alt 3a	Greenspace Hydro seeded	9398	S.Y.		\$ 1,879.60		\$ 14,097.00		\$ 36,000.00		\$ 2,455.00
Add Alt 3b	Hydro seed w/ tifway 419 (8185 s.y. hydro seed 1213 s.y. tiffway)	1	LS		\$ 16,220.16		\$ 15,500.00		\$ 48,577.00		\$ 28,250.00
Add Alt 3c	Entire greenspace sodded with 419 Tifway	9398	S.Y.		\$ 40,058.98		\$ 46,990.00		\$ 154,254.00		\$ 69,780.00
Totals with Chosen Alternates					\$ 2,066,933.08		\$ 2,517,336.00		\$ 2,732,912.33		\$ 2,523,219.78



LEGEND (EXISTING SYMBOLS)

SYMBOLS	LINEWORK
	EASEMENT
	CURB
	SANITARY SEWER LINE (SPECIFY SIZE & TYPE)
	GAS LINE
	WATER LINE (SPECIFY SIZE & TYPE)
	UNDERGROUND TELEPHONE
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	UNDERGROUND TELEVISION
	OVERHEAD TELEVISION
	CHAIN LINK FENCE
	WOOD FENCE
	FIBER OPTIC
	RIGHT OF WAY
	ROAD CENTERLINE

LEGEND (CONSTRUCT)

SYMBOLS	LINEWORK
	EASEMENT
	CURB
	CHAIN LINK FENCE
	WOOD FENCE
	FIBER OPTIC
	RIGHT OF WAY
	ROAD CENTERLINE

PROJECT INFORMATION

BUILDING SETBACK:	FRONT 30'	INTERIOR SIDE 30'
	REAR 30'	EXTERIOR SIDE 30'
SITE AREA:	849.58 AC.	
ZONING:	A-1	
PARKING CALCULATIONS:		
PARKING REQUIRED:		
101-150 TOTAL STALLS = 5 ADA STALLS		
151-200 TOTAL STALLS = 6 ADA STALLS		
201-400 TOTAL STALLS = 8 ADA STALLS		
EXISTING PARKING STALLS: 485 PARKING STALLS		
EXISTING PARKING TO REMAIN:		
STANDARD PARKING:	181 PARKING STALLS	
ADA STALL:	7 ADA STALLS	
TOTAL STALLS:	188 PARKING STALLS	
EXISTING PARKING TO REMAIN:		
STANDARD PARKING:	302 PARKING STALLS	
MAINTENANCE/EMPLOYEE:	7 STALLS	
ADA STALL:	8 ADA STALLS	
TOTAL STALLS:	317 PARKING STALLS	
BIKE RACKS PROVIDED: 16 BIKE RACKS		
NEW PARKING STALLS:		
STANDARD PARKING:	172 PARKING STALLS	
ADA STALL:	6 ADA STALLS	
TOTAL STALLS:	180 PARKING STALLS	
TOTAL PROVIDED PARKING:		
STANDARD PARKING:	474 PARKING STALLS	
MAINTENANCE/EMPLOYEE:	7 STALLS	
ADA STALL:	14 ADA STALLS	
TOTAL STALLS:	495 PARKING STALLS	

PROJECT AREA
IMPERVIOUS AREA= 2,578 ACRES (11,880,936 SQ FT)
SEEDD AREA= 8,538 ACRES (38,530,079 SQ FT)
TOTAL DISTURBED AREA= 8,404 ACRES (38,530,079 SQ FT)

SITE NOTES

- THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREON, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY/STATE/FEDERAL REGULATIONS AND CODES AND GOOD STANDARDS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
- ALL CURB DIMENSIONS AND RAMP ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL PAVEMENT MARKINGS DIMENSIONS FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- ALL CURB/SIDEWALK/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR LOCAL RESTRICTIVE CODES, WHICHEVER IS MORE RESTRICTIVE.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION START.
- CONTRACTOR SHALL MAINTAIN NEW CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
- CERTAIN SITE ADJACENTS, INCLUDING BUT NOT LIMITED TO DUMPSTER ENCLOSURES, FENCES, GATES, MAIL BOXES, PLAYGROUNDS, RECREATIONAL, SOCIAL, AND GATHERING FEATURES, SHALL BE DESIGNED AND SPECIFIED BY OTHERS. DUMPSTER ENCLOSURES DETAILED DESIGN AND SPECIFICATIONS SHALL BE PROVIDED BY THE OWNER/PROJECT ARCHITECT AND SHALL MEET LOCAL JURISDICTION DESIGN STANDARDS AND SPECIFICATIONS, IF APPLICABLE, AND THE REQUIREMENTS OF THE PROJECT'S SERVICE PROVIDER. IF APPLICABLE, THE ARCHITECT SHALL PROVIDE, COORDINATE, AND SUBMIT DETAILS FOR THE DUMPSTER ENCLOSURE FOOTPRINT AND SITE PLACEMENT REQUIREMENTS TO CRAFTON TULL.
- OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL NECESSARY WARNING AND LIFE SAFETY SIGNS AND DEVICES ASSOCIATED WITH THIS PROJECT.

301 N. 47TH ST., Suite 200
Rogers, Arkansas 72756
Crafton Tull
Architecture Engineering Surveying
479.635.4828 | 479.635.4824 F
www.craftontull.com

GRAPHIC SCALE IN FEET
100' 0 100'

PHILLIPS PARK PH3 RENOVATIONS
BENTONVILLE, ARKANSAS

ISSUED FOR CONSTRUCTION
No. 27012
4/16/2026
05-23-2026
OVERALL SITE PLAN (C)

C-100

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MILESTONE CONSTRUCTION FOR PHILLIPS PARK PHASE III, IN AN AMOUNT NOT TO EXCEED TWO MILLION SIXTY-SIX THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS AND EIGHT CENTS (\$2,066,933.08); AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction submitted the lowest bid for this project;

WHEREAS, this is funded by bond funds; and

WHEREAS, no budget adjustment is needed.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Milestone Construction, for the construction of Phillips Park Phase III, in the amount of two million sixty-six thousand nine hundred thirty-three dollars and eight cents (\$2,066,933.08);

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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	David Wright
Phone:	479.464.7275	For Department(s):	Parks and Recreation
Email:	david.wright@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Accepting the Donation of Morningstar Schoolhouse & Adjacent Property
Action Recommendation & Justification:	A Resolution authorizing the Mayor and Clerk to accept the donation of the historic Morningstar Schoolhouse and adjacent 18 acres for future parks and recreation property. No budget adjustment is needed.
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
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: Mayor Orman and City Council
From: David Wright, Parks and Recreation Director
Date: August 12, 2026
Re: Donation of Morningstar Schoolhouse and adjacent property for future public recreation amenities.

Parks and Recreation Staff request Council's approval a resolution accepting the donation of the historic Morningstar Schoolhouse and adjacent 18.9 acres of land for future public recreation usage.

In 2025, Walton Enterprises (WEI) approached Parks and Recreation Staff about the possibly of a partnership regarding the old Morningstar Community Building and Schoolhouse. WEI offered to renovate the old building and purchase adjacent properties to donate to the City. In turn, Parks and Recreation would operate the facility and use the adjacent property for future park property.

Parks and Recreation hosted a public meeting to talk to citizens about future uses of the building and property. Several citizens attended the meeting and spoke about the history of the old building and property. We learned from our residents that old building hosted meetings for scout troops, 4H Clubs and more. A few older residents in attendance spoke about how they actually went to school there. In fact, we learned that grades 1-6 met in the building, all in the same classroom and with the same teacher. One of the most impactful things we heard was how that building was the true epicenter of the Morningstar Community. In fact, residents would attend regularly community events at the building. They enjoyed live music, potlucks and games and more. Attendees told us how this facility is really the only part of Morningstar remaining. The opportunity to restore the building and allow the public to use it again would not only be a great amenity to residents but gives the opportunity to talk about the history of both Morningstar and Bentonville.

If City Council approves this donation, WEI will continue to renovate the building, at no cost to the City. Upon completion sometime in 2027, the City would take ownership and begin operation. Parks and Recreation's intent is to use it for revenue based programming such as seasonal camps. But also open it for reasonably priced rentals for non-profit groups such as scouts, recreational clubs, and POA's. Additionally, we see a real opportunity to promote it as a facility where small events such as weddings, family reunions and more could be held.

Parks and Recreation do not anticipate asking for additional headcount to maintain this building or property. And while our budgeted expenses will increase for the building, we anticipate much of these expenses will be covered with income produced from the programs and events hosted there.

Development of the park will be a future project. We do not have a timeline etched in stone at this point. While we recognize there is a need for additional park space in Southwest Bentonville, we will wait until the Parks and Recreation Master Plan is complete to allow us to have a better understanding of how we should move forward. Nonetheless, a park of 18+ acres with large mature trees will make an excellent public space for our residents.

The partnership with the Walton Family, the opportunity to preserve part of our community's history and the opportunity to return it to our citizens is something we hope our council will support with this resolution.

If you have any questions, regarding this item, please contact me at 479.271.6813, or email david.wright@bentonville.ar.gov.

Attachments:

Property Quitclaim Deed

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE DONATION OF THE HISTORIC MORNINGSTAR SCHOOLHOUSE AND ADJACENT PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the Morningstar Schoolhouse is a historically significant structure that represents an important part of the community’s educational and cultural heritage;

WHEREAS, the owner of the Morningstar Schoolhouse and approximately eighteen (18) acres of adjacent property has expressed a desire to donate said property to the City of Bentonville for recreation purposes; and

WHEREAS, no 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 Clerk are hereby authorized to execute all documents necessary to accept said donation and finalize the conveyance, as shown in the attached Exhibit “A”;

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

EXHIBIT 'A'

This Instrument Prepared By:

J. Cliff McKinney
Quattlebaum, Grooms & Tull PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
501-379-1700

QUITCLAIM DEED

OAK LANDING PARTNERS, LLC, a Delaware limited liability company; **PAV HOLDINGS LLC**, an Arkansas limited liability company; and **DIVIDED SKY INVESTMENTS, LLC**, an Arkansas limited liability company (collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration in hand paid by **CITY OF BENTONVILLE, ARKANSAS**, a municipal corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and quitclaim unto Grantee, and unto its successors and assigns forever, all its right, title, interest, and claim in and to the real property situated in Benton County, Arkansas, described in Exhibit 1 attached hereto and incorporated herein (the "Property").

The Property is being conveyed to Grantee on the express condition that the following restrictions and covenants apply to the Property, which are deemed accepted by Grantee by acceptance of this deed (collectively, the "Covenants"):

1. The Property shall be owned and maintained in perpetuity as a public park, open space, and outdoor recreation area.
2. The existing historic schoolhouse located on Parcel 1 (the "Schoolhouse") is recognized as a contributing historic cultural asset of the Property. Grantee shall preserve, maintain, and utilize the Schoolhouse in a manner consistent with its historic character and for public, educational, cultural, or community-oriented purposes, including limited ancillary revenue-generating uses (e.g., rentals, programming, or events) that support ongoing maintenance and public access. Restoration, rehabilitation, and adaptive reuse of the Schoolhouse shall be permitted, provided such activities are consistent with preservation of its historic features. The Schoolhouse shall not be demolished or materially altered in a manner that adversely affects its historic character without the prior written consent of Grantor (or its successor or assigns holding enforcement rights hereunder).
3. The Property shall remain predominantly natural and preserve ecological, scenic, and hydrological features.
4. Improvements shall be limited to those necessary for park use, maintenance, public access, education, and safety.
5. No residential, industrial, or unrelated commercial uses shall be permitted.
6. The Property shall not be subdivided or transferred except to a governmental or conservation entity bound by these Covenants.
7. Streams, wetlands, floodplains, and tree canopy shall be preserved to the greatest extent practicable.
8. No mining, drilling, or placement of hazardous materials shall be permitted.
9. Grantor shall retain monitoring and enforcement rights with respect to these Covenants.

10. Notwithstanding the foregoing restrictions, Grantee may request modifications to permitted uses. Grantor may approve such modifications in writing, provided they remain consistent with public, open space, recreational, and conservation purposes.

The title to the Property hereby conveyed to Grantee is expressly a fee simple subject to condition subsequent, such condition being that the Covenants set forth herein are not breached. Upon any breach of the Covenants that is not cured within the applicable Cure Period set forth in this paragraph, Grantor, its successors or assigns holding enforcement rights hereunder, has the express right of re-entry and power of termination to terminate this conveyance to Grantee, whereupon title to the Property shall vest in and be retransferred to Grantor upon Grantor's affirmative exercise of such power of termination by written notice to Grantee. Notwithstanding the foregoing, prior to exercising any right of entry or power of termination arising from an alleged breach of the Covenants, Grantor shall provide written notice to Grantee specifying in reasonable detail the nature of the alleged breach. Grantee shall have thirty (30) days following receipt of such written notice (the "Cure Period") to cure the alleged breach to Grantor's reasonable satisfaction; provided, however, that if the nature of the breach is such that it cannot reasonably be cured within thirty (30) days, Grantee shall not be deemed in default if Grantee commences cure within such thirty (30) day period and diligently prosecutes such cure to completion within ninety (90) days following receipt of the notice. If Grantee fails to cure the breach within the applicable Cure Period, Grantor may exercise its right of entry and power of termination as set forth herein. Nothing in this paragraph shall limit Grantor's right to seek immediate injunctive or other equitable relief in the event of a breach that causes or threatens to cause irreparable harm to the Property.

Grantor, in its sole discretion, reserves the right to waive, remove, or reduce some or all of the Covenants; provided, any such waiver, removal, or reduction shall only be evidenced by and effective after an instrument, executed and acknowledged by Grantor, is duly recorded in the real property records of Benton County, Arkansas expressly describing any such waiver, removal or reduction of the Covenants. In no event shall any action or inaction of Grantor be deemed an implied waiver of any of the Covenants. Grantor may assign its rights under this deed to a designated successor.

The rights, remedies, and powers of Grantor under this deed, including, without limitation, the monitoring and enforcement rights, the right of entry, the power of termination, and the rights to consent to, waive, remove, reduce, or modify the Covenants, are held by the Grantors jointly and severally. Each Grantor acting alone shall have the full right, power, and authority to exercise any and all of Grantor's rights and remedies hereunder with respect to the entire Property and any breach of the Covenants, regardless of which Grantor originally held title to the particular parcel or portion of the Property where the breach or violation occurs, and no joinder, consent, or participation of any other Grantor shall be required for such exercise to be valid and effective. Any reference herein to "Grantor" shall be deemed to include each such Grantor individually for purposes of exercising such rights and remedies.

TO HAVE AND TO HOLD the Property unto Grantee, and unto its successors and assigns forever, with all appurtenances thereunto belonging in "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" condition and subject to all matters of record or fact.

[Signatures Follow]

EFFECTIVE this ____ day of _____, 2026.

OAK LANDING PARTNERS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss: ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day, before me, a Notary Public, duly commissioned, qualified, and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated and acknowledged that he/she was the _____ of OAK LANDING PARTNERS, LLC, a Delaware limited liability company, and had so signed, executed and delivered said foregoing instrument on behalf of the company for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires:

(S E A L)

PAV HOLDINGS LLC,
an Arkansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss: ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day, before me, a Notary Public, duly commissioned, qualified, and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated and acknowledged that he/she was the _____ of PAV HOLDINGS LLC, an Arkansas limited liability company, and had so signed, executed and delivered said foregoing instrument on behalf of the company for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires:

(S E A L)

DIVIDED SKY INVESTMENTS, LLC,
an Arkansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss: ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day, before me, a Notary Public, duly commissioned, qualified, and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated and acknowledged that he/she was the _____ of DIVIDED SKY **INVESTMENTS**, LLC, an Arkansas limited liability company, and had so signed, executed and delivered said foregoing instrument on behalf of the company for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires:

(S E A L)

I certify under penalty of false swearing that this instrument is exempt from the real property transfer tax. This affidavit is made in compliance with Ark. Code Ann. § 26-60-110(b)(2)(C).

GRANTEE OR AGENT: **CITY OF BENTONVILLE, ARKANSAS**, a municipal corporation
GRANTEE'S ADDRESS:

GRANTEE'S SIGNATURE

EXHIBIT 1

Parcel 1 – 01-07936-001 (3.19 acres)

PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID FORTY ACRES RUN EAST 20 RODS; THENCE SOUTH 28 RODS; THENCE WEST 20 RODS; THENCE NORTH 28 RODS TO THE PLACE OF BEGINNING. LESS AND EXCEPT THAT PORTION DEEDED TO ARKANSAS STATE HIGHWAY COMMISSION IN DEED 2013 37190 DESCRIBED AS PART OF THE NW 1/4 OF SE 1/4 OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 60D NAIL FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF SAID NW 1/4 OF THE SE 1/4, S 2°20'14" W A DISTANCE OF 35.42 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY HIGHWAY 12 RIGHT OF WAY AGREEMENT DATED NOVEMBER 15, 1949 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERN RIGHT OF WAY, S 87°29'47" E A DISTANCE OF 330.17 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY LOT SPLIT LOTS 1-4 OF HARBIN POINTE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, PLAT BOOK 2005, PAGE 349 AS FILED IN BENTON COUNTY; THENCE ALONG SAID SOUTHERN RIGHT OF WAY, S 2°20'05" W A DISTANCE OF 5.70 FEET TO THE WEST LINE OF LOT 2, LOT SPLIT LOTS 1-4 OF HARBIN POINTE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; THENCE ALONG SAID WEST LINE, S 2°20'05" W, A DISTANCE OF 14.01 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY AHTD JOB 090251; THENCE ALONG SAID SOUTHERN RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: N 85°43'33" W A DISTANCE OF 257.27 FEET; SOUTH 38°14'37" W A DISTANCE OF 60.02 FEET; N 87°30'03" W A DISTANCE OF 37.85 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SE 1/4; THENCE ALONG SAID WEST LINE, N 2°20'14" E A DISTANCE OF 60.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.17 ACRES (7,609 SQ. FT), MORE OR LESS, AS SHOWN ON AHTD PLANS, REFERENCED AS JOB 090251. AND LESS AND EXCEPT THAT PORTION DEEDED TO THE CITY OF BENTONVILLE, ARKANSAS IN DEED 2013 37193 DESCRIBED AS PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 60D NAIL FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF SAID NW 1/4 OF THE SE 1/4, S 2°20'14" W A DISTANCE OF 95.91 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY AHTD JOB 090251 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERN RIGHT OF WAY, S 87°30'03" E A DISTANCE OF 37.85 FEET TO THE EASTERN RIGHT OF WAY OF MORNING STAR ROAD AS ESTABLISHED BY AHTD JOB 090251; THENCE ALONG SAID EASTERN RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: S 4°11'02" W A DISTANCE OF 170.07 FEET; N 87°30'03" W A DISTANCE OF 32.37 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SE 1/4; THENCE ALONG SAID WEST LINE, N 2°20'14" E A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (5,968 SQ. FT.), MORE OR LESS, AS SHOWN ON AHTD PLANS, REFERENCED AS JOB 090251.

Parcel 2 – 01-12832-000 (4.61 acres)

LOT 2, HARBIN POINTE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN PLAT OF SAID ADDITION FILED FOR RECORD IN PLAT BOOK 2005 AT PAGE 349, OF THE RECORDS OF BENTON COUNTY, ARKANSAS. LESS AND EXCEPT PART OF LOT 2, LOT SPLIT LOTS 1 - 4 OF HARBIN POINTE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 60D NAIL FOUND AT THE

CENTER QUARTER CORNER OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SOUTH 2°20'14" WEST A DISTANCE OF 35.42 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY HIGHWAY 12 RIGHT OF WAY AGREEMENT DATED NOVEMBER 15, 1949; THENCE ALONG SAID SOUTHERN RIGHT OF WAY, SOUTH 87°29'47" EAST A DISTANCE OF 330.17 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY LOT SPLIT OF LOTS 1 - 4 OF HARBIN POINTE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS PLAT, BOOK 2005, PAGE 349 AS FILED IN BENTON COUNTY; THENCE CONTINUING ALONG SAID SOUTHERN RIGHT OF WAY, SOUTH 2°20'05" WEST A DISTANCE OF 5.70 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERN RIGHT OF WAY, SOUTH 87°38'54" EAST A DISTANCE OF 479.13 FEET TO THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LINE, SOUTH 0°26'04" EAST A DISTANCE OF 16.73 FEET TO THE SOUTHERN RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES; NORTH 85°02'55" WEST A DISTANCE OF 182.15 FEET; NORTH 88°43'06" WEST A DISTANCE OF 298.03 FEET TO THE WEST LINE OF LOT 2; THENCE ALONG SAID WEST LINE, NORTH 2°20'05" EAST A DISTANCE OF 14.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.13 ACRES (5,629 SQ.FT.) MORE OR LESS AS SHOWN ON AHTD PLANS, REFERENCED AS JOB 090251.

Parcel 3 – 01-12833-002 (11.08 acres)

LOT 6, HARBIN POINTE ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON THAT LOT SPLIT OF LOT 3, HARBIN POINTE ADDITION RECORDED AS INSTRUMENT NO. L202422577 OF THE RECORDS OF BENTON COUNTY, ARKANSAS.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Accepting FFY2026 NWARPC Grant Funds for Greenhouse Road Improvements
Action Recommendation & Justification:	A Resolution authorizing acceptance of \$2,372,920.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Greenhouse Road Improvements project (Job No. 090628). A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grant provides \$2,372,920.00 in federal funding with a required 20% local match of \$593,230, for a total project amount of \$2,966,150. The local match will be split between Bentonville (55%) and Centerton (45%).
Amount for Approval:	\$ 2,372,920.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

203810-33110	Federal Direct Grant	\$	\$ 2,372,920
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-35540	Development Agreement	\$	\$ 266,953.50
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	\$ 2,966,150	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ARKANSAS STATE HIGHWAY COMMISSION

PHILIP TALDO
CHAIRMAN
SPRINGDALE

KEITH GIBSON
VICE CHAIRMAN
FORT SMITH

MARIE HOLDER
LITTLE ROCK



DAVID M. HAAK
TEXARKANA

JERRY L. HALSEY, JR.
JONESBORO

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ArDOT.gov • www.IDriveArkansas.com

JARED D. WILEY, P.E.
DIRECTOR

August 27, 2025

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning
Commission
1311 Clayton St.
Springdale, AR 72762

STEPHANIE
TIM
Dear Mayor Orman and Mr. Conklin:

Reference is made to the City's award of \$2,372,920.00 in 2026 Surface Transportation Block Grant Alternatives Program – Attributable (STBGP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for the right of way and utility phases of Job 090628, Greenhouse Rd. Safety Impvts. (Bentonville) (S). This awarded Federal-aid funding will now be incorporated into Job 090628. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a third supplement to the Agreement between the City of Bentonville, NWARPC, and the Department for Job 090628. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 090628 will now be \$7,262,884.00.

Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.

Sincerely,

Jared D. Wiley, P.E.
Director

APPROVED:

Stephanie Orman
Mayor

APPROVED:

Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery

Consultant Contracts
Local Programs
Program Management
Roadway Design
District 9
Job 090628 'C' File



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

June 17, 2025

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72713

Mayor Bill Edwards
City of Centerton
PO Box 208
Centerton, AR 72719

Re: Greenhouse Road Improvements (Hwy 12 to Hwy 102) (Job No. 090628) – ROW/Utilities
NWARPC FFY 2026 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Project to Date: \$7,262,884

Dear Mayor Orman and Mayor Edwards:

I am pleased to inform you that the Greenhouse Road Improvements (Hwy 12 to Hwy 102) (Job No. 090628) was selected by the Northwest Arkansas Regional Planning Commission on May 28, 2025, for Federal Fiscal Year (FFY) 2026 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2026 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	\$2,372,920	(80% Federal)
City Match	<u>\$ 593,230</u>	(20% Local Match)
Total	\$2,966,150	

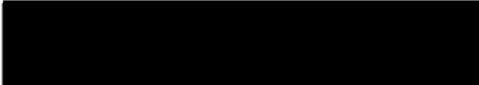
The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2026 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2026. All required submittals to the Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2026, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, providing oversight for federal-aid project delivery and ensuring compliance with applicable provisions of Title 23, U.S.C. ARDOT also processes reimbursement requests for NWARPC funding awards. For more details, please refer to the [ARDOT Local Public Agency Project Manual](#). Required training for this program will be conducted by ARDOT on **Thursday, July 17, 2025, from 8:30 a.m. to 9:30 a.m. at the NWARPC office**. Please ensure the appropriate staff member(s) attend.

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Whitnee V. Bullerwell, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Merideth, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT

Dan Weese, Bentonville Transportation
Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer
Alan Craighead, Centerton City Engineer



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

NWARPC Awarded Federal Funding - City of Bentonville				
Job No. - Project - Award Year	STBGP-A FEDERAL/ HIP/EARMK	TAP FEDERAL	CRP FEDERAL	TOTAL FEDERAL
090218	\$ 4,564,686			\$ 4,564,686
8th Street	\$ 4,564,686			\$ 4,564,686
2015	\$ 4,064,686			\$ 4,064,686
2019	\$ 500,000			\$ 500,000
090416		\$ 254,199		\$ 254,199
Walton Blvd Trail Construction Project		\$ 254,199		\$ 254,199
2014		\$ 254,199		\$ 254,199
090421	\$ 1,132,444			\$ 1,132,444
US 71B (N. Walton Blvd.) and 12th St. Intersection	\$ 1,132,444			\$ 1,132,444
2014	\$ 132,444			\$ 132,444
2016	\$ 500,000			\$ 500,000
2017	\$ 500,000			\$ 500,000
090473	\$ 1,100,000			\$ 1,100,000
SW I St. and Hwy. 102 Intersection	\$ 1,100,000			\$ 1,100,000
2016	\$ 100,000			\$ 100,000
2017	\$ 1,000,000			\$ 1,000,000
090479		\$ 22,041		\$ 22,041
McCullum Rd Side path		\$ 22,041		\$ 22,041
2019		\$ 22,041		\$ 22,041
090613	\$ 2,044,000			\$ 2,044,000
Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Inters	\$ 2,044,000			\$ 2,044,000
2022	\$ 500,000			\$ 500,000
2026	\$ 1,544,000			\$ 1,544,000
090628	\$ 7,262,884			\$ 7,262,884
Greenhouse Road Improvements (Hwy 12 to Hwy 102)	\$ 7,130,244			\$ 7,130,244
2021	\$ 850,000			\$ 850,000
2022	\$ 112,000			\$ 112,000
2024	\$ 3,333,396			\$ 3,333,396
2025	\$ 461,928			\$ 461,928
2026	\$ 2,372,920			\$ 2,372,920
Greenhouse Road Improvements (Hwy 12 to Hwy 102) HIP FUNDII	\$ 132,640			\$ 132,640
2021	\$ 132,640			\$ 132,640
090630		\$ 750,000		\$ 750,000
Razorback Greenway Relocation - I-49		\$ 750,000		\$ 750,000
2021		\$ 250,000		\$ 250,000
2023		\$ 500,000		\$ 500,000
090676	\$ 2,500,000			\$ 2,500,000
I-49 / J Street Interchange - Tiger Blvd to I-49	\$ 2,500,000			\$ 2,500,000
2025	\$ 2,500,000			\$ 2,500,000
090716		\$ 400,000		\$ 400,000
SW Bentonville Trail: Morning Star Trail – Vendor Blvd.		\$ 400,000		\$ 400,000
2024		\$ 400,000		\$ 400,000
Grand Total	\$ 18,604,014	\$ 1,426,240		\$ 20,030,253



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

NWARPC Awarded Federal Funding - City of Centerton					
Job No. - Project - Award Year	STBGP-A FEDERAL/ HIP/EARMK	TAP FEDERAL	CRP FEDERAL	TOTAL FEDERAL	
090238	\$ 600,000			\$ 600,000	
Hwy 102 Sidepath	\$ 600,000			\$ 600,000	
2023	\$ 600,000			\$ 600,000	
090471	\$ 1,215,000			\$ 1,215,000	
Hwy 102B/Seba Rd. Intersection Improvements	\$ 1,215,000			\$ 1,215,000	
2016	\$ 80,000			\$ 80,000	
2017	\$ 640,000			\$ 640,000	
2019	\$ 495,000			\$ 495,000	
090624		\$ 250,000		\$ 250,000	
McKissic Creek Trail		\$ 250,000		\$ 250,000	
2020		\$ 250,000		\$ 250,000	
090628	\$ 7,262,884			\$ 7,262,884	
Greenhouse Road Improvements (Hwy 12 to Hwy 102)	\$ 7,130,244			\$ 7,130,244	
2021	\$ 850,000			\$ 850,000	
2022	\$ 112,000			\$ 112,000	
2024	\$ 3,333,396			\$ 3,333,396	
2025	\$ 461,928			\$ 461,928	
2026	\$ 2,372,920			\$ 2,372,920	
Greenhouse Road Improvements (Hwy 12 to Hwy 102) HIP FUND	\$ 132,640			\$ 132,640	
2021	\$ 132,640			\$ 132,640	
090706			\$ 500,000	\$ 500,000	
McKissic Trail Phase 2			\$ 500,000	\$ 500,000	
2022			\$ 500,000	\$ 500,000	
090715			\$ 25,000	\$ 25,000	
Fish Hatchery Rd Trail Project			\$ 25,000	\$ 25,000	
2023			\$ 25,000	\$ 25,000	
TBD	\$ 100,000			\$ 100,000	
Hwy 102/E Centerton Blvd. & Wornack St. Traffic Signal	\$ 100,000			\$ 100,000	
2026	\$ 100,000			\$ 100,000	
090710		\$ 494,955	\$ 227,000	\$ 721,955	
City Sidewalk Impvts.		\$ 494,955	\$ 227,000	\$ 721,955	
2025		\$ 94,955	\$ 227,000	\$ 321,955	
2026		\$ 400,000		\$ 400,000	
Grand Total	\$ 9,177,884	\$ 744,955	\$ 752,000	\$ 10,674,839	

RESOLUTION NO. 3-11-25 D

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO PARTNER WITH THE CITY OF CENTERTON TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACTIVITIES TO IMPROVE GREENHOUSE ROAD.

WHEREAS, The City of Bentonville understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Greenhouse Road; and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the City of Bentonville intends to partner with the City of Centerton and apply for STBGP-A funding for this project; and

WHEREAS, the current application requests two million five hundred seventy-two thousand nine hundred nineteen dollars and sixty-eight cents (\$2,572,919.68) to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is six hundred forty-three thousand two hundred twenty-nine dollars and ninety-two cents (\$643,229.92); and

WHEREAS, the local match would be split between the City of Bentonville and the City of Centerton based on the following; and

WHEREAS, The City of Bentonville will be responsible for the costs of the right of way activities proposed under this award based on the right of way parcels located within the City of Bentonville boundaries within the project limits; and

WHEREAS, The City of Centerton will be responsible for the costs of the right-of-way activities proposed under this award based on the right of way parcels located within the City of Centerton boundaries within the project limits.

WHEREAS, The City of Bentonville will be responsible for approximately 55% of the utility work and The City of Centerton will be responsible for approximately 45% of the utility work.

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

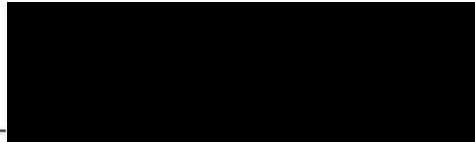
Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The City of Bentonville will commit the required matching funds for the right- of- way and utility work to improve Greenhouse Road, these funds are hereby committed out of the street bond account pending approval of the application.

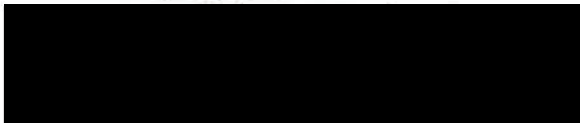
PASSED this 11 day of March 2025.

APPROVED:



Stephanie Orman, MAYOR

ATTEST:



Malorie Marrs, CITY CLERK



RESOLUTION NO. 2025-09

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CENTERTON TO PARTNER WITH THE CITY OF BENTONVILLE TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACQUISITION TO IMPROVE GREENHOUSE ROAD.

WHEREAS, The City of Centerton understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Greenhouse Road; and

WHEREAS, The City of Centerton understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the City of Centerton intends to partner with the City of Bentonville and apply for STBGP-A funding for this project; and

WHEREAS, the current application requests \$2,572,919.68 to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is \$643,229.92; and

WHEREAS, the local match would be split between the City of Bentonville and the City of Centerton based on the following; and

WHEREAS, The City of Bentonville will be responsible for the costs of the right of way acquisition proposed under this award based on the right of way parcels located within the City of Bentonville boundaries within the project limits; and

WHEREAS, The City of Centerton will be responsible for the costs of the right-of-way acquisition proposed under this award based on the right of way parcels located within the City of Centerton boundaries within the project limits.

WHEREAS, The City of Bentonville will be responsible for approximately 55% of the utility work and The City of Centerton will be responsible for approximately 45% of the utility work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERTON, ARKANSAS;

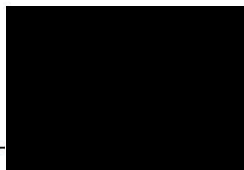
Section 1. The City of Centerton will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Centerton Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Centerton pledges its full support and hereby authorizes the City of Centerton to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

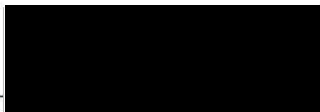
Section 4. The City of Centerton will commit the required matching funds for the right- of- way and utility work to improve Greenhouse Road, these funds are hereby committed out of the street bond account pending approval of the application.

DATED 11th day of March 2025.



BILL EDWARDS, Mayor

ATTEST:



TODD WRIGHT, City Clerk



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC)

Surface Transportation Block Grant Program – Attributable (STBGP-A) FFY 2026 *Existing Project* Additional Funding Request

NWARPC DISCLAIMER: This notice is in accordance with the NWARPC 2045 Metropolitan Transportation Plan, the Infrastructure Investment and Jobs Act (IIJA) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Specifically, the public participation procedures outlined in the PPP will serve to satisfy the Program of Projects (POP) requirements of the Section 5307, Urbanized Area Formula Grant Program for the University of Arkansas/Razorback Transit and Ozark Regional Transit. The NARTS and any and all public transit operators will address the POP requirements as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers.

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC. Si se necesita información en otro idioma, comuníquese con NWARPC.

FFY 2026 STBGP-A Existing Project Funding Request Timeline:

Call for Projects:	January 5, 2025
Project Submittal Deadline:	April 3, 2025 at 11:59 PM, CT
Project Sponsor Presentation to TAC Committee:	April 17, 2025

STBGP-A Funding Background:

In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021) provides federal apportioned suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urbanized area. Under current BIL, STBGP-A funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/Policy Committee (NWARPC).

Availability of approximately \$12 million is anticipated. Availability of FFY 2026 and subsequent years funds are subject to Congressional action.

The STBGP-A is a federally funded, 80% Federal/20% local, reimbursable program and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. The LPA Manual can be found at: www.ardot.gov/divisions/local-programs/local-public-agency-project-manual/.

Guidelines:

The MPO will use the following guidelines to allocate STBGP-A funds:

- 1.1 Staffing.** Up to \$200,000 may be utilized for MPO staffing purposes.
- 1.2 Project Types.** (<https://www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm>)
 - 1.2.1 Projects of Regional Significance.** From the remaining funds after staffing, STBGP-A funds will be utilized for Projects of Regional Significance. Regional Significance is defined as an improvement to major routes such as north/south corridors and the east/west corridors and frontage roads that improve access, reduce crash rates, and/or to relieve congestion to the north/south routes. Plans and Studies may be included as regional projects.
 - 1.2.2 Other Projects.** From the remaining funds after staffing, up to 20% may be utilized for other eligible projects that increase capacity.
 - 1.2.3 In the case of emergency** for full expenditure of funds, the Policy Committee can authorize funding for any eligible projects.
- 1.3 Project Selection and Scoring.** All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.
- 1.4 Minimum Project Size.** The proposed project shall be a minimum of \$125,000 for engineering design projects and \$1,250,000 for construction projects. An exception may be made to these minimum amounts to ensure obligation of funds.

- 1.5 Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a single project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.
- 1.6 Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will typically be at least a one-year gap before receiving funding for ROW, utilities, and construction. Once a project has been selected for NWARPC STBGP-A funding, it will be reviewed again when resubmitted for funding of subsequent phases.
- 1.7 Application and Deadline Requirement.** All project sponsors must submit a request for funding and meet the required deadline, as noted above.
- 1.8 Obligation of Funds.** All projects awarded must meet the **obligation deadline of September 30, 2026**. (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds before the September deadline).
- 1.9 Project Selection Criteria.** Projects will be evaluated and scored based on the following categories:
- Congestion Management
 - Regional Significance/Connectivity
 - Safety
 - Overall Improvement to the Transportation System
 - Project Design
 - Project Continuation, Partnership, Cost-Sharing
- 1.10 Federal-Aid Project Requirements.** Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation
- 1.11 Other Considerations.** Projects will be evaluated in consideration of Board-adopted regional plans, policies, and initiatives. Applications are encouraged to demonstrate implementation of regional plans [e.g. Metropolitan Transportation Plan (MTP); Comprehensive Safety Action Plan (CSAP) and Vision Zero Policy; Congestion Management Process; Intelligent Transportation System (ITS) Architecture; Transportation Systems Management and Operations (TSMO); NWA Bicycle Pedestrian Master Plan; Connect NWA Transit Development Plan; NWA Transportation Alternatives Analysis; NWA Energy & Environment Innovation (EEI) Plan; NWA Open Space Plan; and Cave Springs Area Karst Resource Conservation Study].
- 1.12 Application Submittal.** Submit paper applications to NWARPC, 1311 Clayton St., Springdale, AR 72762 or submit electronic applications to ngibbs@nwarpc.org. For more information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, (479) 751-7125 x105, or visit www.nwarpc.org/funding-programs/.
- 1.13 Resolution.** A signed resolution from the Applicant's governing body is **required to be submitted with the application**. See sample resolution at the end of this document.

NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A)
FFY2026 Existing Project Funding Request

Project Sponsor Data:

Sponsor Jurisdiction: City of Bentonville Phone Number: 479-254-2066
Primary Contact: Becky Pinson E-mail: rpinson@bentonvillear.com
Partners: City of Centerton

General Project Data:

Project Title: Greenhouse Road ArDOT Job No. 090628

Project Funding and Future Needs:

Total NWARPC Federal Funds Awarded to Project to Date \$ 4,889,964.00
Updated Total Project Cost Estimate \$ 42,249,411.83

FFY 2026 Funding Request: Phase ROW and Utilities Federal (80%) Amount \$ 2,572,919.68

FFY 2027 Future Need: Phase _____ Federal (80%) Amount \$ _____

FFY 2028 Future Need: Phase _____ Federal (80%) Amount \$ _____

Federal Fiscal Year (Oct. to Sept. 30)

	FFY 2025				FFY 2026				FFY 2027				FFY 2028			
	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Design																
Environment																
Utilities		X	X	X	X	X	X	X								
Right-of-Way		X	X	X	X											
Construction						X	X	X	X	X	X	X	X	X	X	X

Note: Place X in each period for the duration of each phase

Project Authorization: Verify the current request is supported by the original resolution submitted for the existing project (e.g. funding amount, local match, and funding source) – attach a copy.

AUTHORIZED SIGNATURE: _____  DATE: March 22, 2025 | 8:22 AM CD

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF FFY2026 NWARPC STBGP-A GRANT FUNDING, IN THE AMOUNT OF TWO MILLION THREE HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED TWENTY DOLLARS (\$2,372,920.00), FOR RIGHT-OF-WAY AND UTILITY ACTIVITIES ASSOCIATED WITH THE GREENHOUSE ROAD IMPROVEMENTS PROJECT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

Whereas, the Northwest Arkansas Regional Planning Commission (NWARPC) has awarded the City of Bentonville federal Surface Transportation Block Grant Program – Attributable (STBGP-A) funds for FFY2026;

Whereas, the City of Bentonville has been awarded two million three hundred seventy-two thousand nine hundred twenty and zero cents (\$2,372,920.00) in federal STBGP-A funding for right-of-way acquisition and utility relocation activities related to the Greenhouse Road Improvements project (Job No. 090628);

Whereas, acceptance of the federal grant requires a local match of 20 percent, totaling five hundred ninety-three thousand two hundred thirty and zero cents (\$593,230.00);

Whereas, the required local match will be jointly funded by the Cities of Bentonville and Centerton, with Bentonville providing 55 percent and Centerton providing 45 percent of the match amount; and

Whereas, a budget adjustment is needed to account for the grant proceeds and required matching funds.

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

Section 1: The City of Bentonville hereby accepts \$2,372,920.00 in FFY2026 NWARPC STBGP-A grant funding for the Greenhouse Road Improvements project (Job No. 090628) and approves the required 20 percent local match of \$593,230.00 to be shared between Bentonville (55%) and Centerton (45%);

Section 2: The 2026 budget is hereby adjusted to recognize grant funds in the amount of two million three hundred seventy-two thousand nine hundred twenty dollars (\$2,372,920.00) into Account# 203810-33110 - Federal Direct Grants and appropriate the same into Account #203810-47380 – Street Construction;

Section 3: The 2026 budget is further adjusted to recognize development agreement funds into Account #203810-35540 – Development Agreement and appropriate the same into Account #203810-47380 – Street Construction;

Section 4: The 2026 budget is further adjusted to appropriate three hundred twenty-six thousand two hundred seventy-six dollars and fifty cents (\$326,276.50) from Street Fund Reserves into Account #203810-47380 – Street Construction;

Section 5: - 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 6 - 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:	8/25/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Accepting FFY2025 NWARPC Grant Funds for I-49/J Street Interchange Improvements
Action Recommendation & Justification:	A resolution authorizing acceptance of \$2,500,000 in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676). A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grant provides \$2,500,000 in federal funding with a required 20% local match of \$625,000, for a total project amount of \$3,125,000.
Amount for Approval:	\$ 2,500,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

203810-33110	Federal Direct Grant	\$	\$ 2,500,000
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	\$ 3,125,000	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

ARKANSAS STATE HIGHWAY COMMISSION

DALTON A. "ALEC" FARMER, JR.
CHAIRMAN
JONESBORO

PHILIP TALDO
VICE CHAIRMAN
SPRINGDALE

KEITH GIBSON
FORT SMITH



P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.AzDOT.gov • www.IDriveArkansas.com

MARIE HOLDER
LITTLE ROCK

DAVID M. HAAK
TEXARKANA

LORIE H. TUDOR, P.E.
DIRECTOR

July 3, 2024

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning Commission
1311 Clayton St.
Springdale, AR 72762

Dear Mayor Orman and Mr. Conklin:

Reference is made to the City's award of \$2,500,000 in 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for the right of way acquisition and utility relocation phases of Job 090676, I-49/NE J St. Intchg. (Bentonville) (S). This awarded Federal-aid funding will now be incorporated into Job 090676. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Bentonville, NWARPC, and the Department for Job 090676. While NWARPC was not a party to the original Agreement, they are being added via this supplement with the sole responsibility of providing additional Federal-aid funding for Job 090676. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 090676, outside of the Department's contribution, will now be \$2,500,000.

Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.

Sincerely,

Lorie H. Tudor, P.E.
Director

APPROVED:

Stephanie Orman
Mayor

APPROVED:

Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery

Consultant Contracts
Local Programs
Program Management
Roadway Design
District 9
Job 090676 'C' File



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

June 6, 2024

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72712

Re: I-49 / J Street Interchange - Tiger Blvd to I-49 (Job No. 090676) – ROW/Utilities
NWARPC FFY 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Job 090676: \$2,500,000

Dear Mayor Orman:

I am pleased to inform you the I-49 / J Street Interchange - Tiger Blvd to I-49 (Job No. 090676) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2025 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	\$2,500,000 (80% Federal)
City Match	\$ 625,000 (20% Local Match)
Total	\$3,125,000

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the [ARDOT Local Public Agency Project Manual](#) for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT

Dennis Birge, Bentonville Transportation
Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer

RESOLUTION NO. 3-26-24 D

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE
TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING PROJECT:**

NE J Street Interchange

WHEREAS, the Northwest Arkansas Planning Commission has approved Federal-aid Surface Transportation Block Grant Program Attributable funds for the project at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

Section 1: The City of Bentonville will participate in accordance with its designated responsibilities in this project.

Section 2: The Mayor of the City of Bentonville or their designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

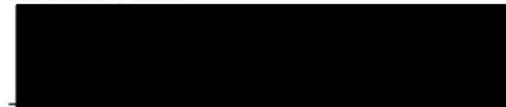
Section 3: The City of Bentonville pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

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 26 day of March, 2024.

APPROVED:



STEPHANIE ORMAN, Mayor

ATTEST:



MALORIE MARRS, City Clerk

RESOLUTION NO. _____

A RESOLUTION ACCEPTING FFY2025 NWARPC GRANT FUNDS, IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00), FOR I-49/J STREET INTERCHANGE IMPROVEMENTS; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and the city clerk are authorized to accept two million five hundred and zero cents (\$2,500,000) in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676);

WHEREAS, The grant provides two million five hundred and zero cents (\$2,500,000) in federal funding with a required 20% local match of \$625,000, for a total project amount of \$3,125,000; and

WHEREAS, a budget adjustment is needed to account for the grant proceeds and required matching funds.

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

Section 1: The City of Bentonville hereby accepts \$2,500,00.00 in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676);

Section 2: The 2026 budget is hereby adjusted to recognize two million five hundred thousand dollars (\$2,500,00.00) into Account #203810-33110 Federal Direct Grant and appropriate the same into Account #203810-47380 – Street Construction;

Section 3: The 2026 budget is further adjusted to appropriate six hundred twenty-five thousand dollars (\$625,000.00) from Street Fund Reserves into Account #203810-47380 – Street Construction;

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 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:	8/25/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Accepting FFY2026 NWARPC Grant Funds for Vaughn Road Improvements
Action Recommendation & Justification:	A Resolution authorizing acceptance of \$1,544,000.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613). A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grant provides \$1,544,000.00 in federal funding with a required 20% local match of \$386,000, for a total project amount of \$1,930,000.00.
Amount for Approval:	\$ 1,544,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

203810-33110	Federal Direct Grant	\$	\$ 1,544,000
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	\$ 1,930,000	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

ARKANSAS STATE HIGHWAY COMMISSION

PHILIP TALDO
CHAIRMAN
SPRINGDALE



DAVID M. HAAK
TEXARKANA

KEITH GIBSON
VICE CHAIRMAN
FORT SMITH

JERRY L. HALSEY, JR.
JONESBORO

MARIE HOLDER
LITTLE ROCK

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ARDOT.gov • www.IDriveArkansas.com

JARED D. WILEY, P.E.
DIRECTOR

August 27, 2025

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

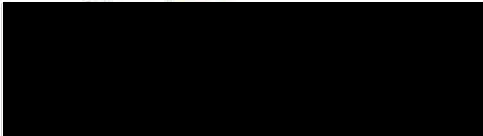
Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning
Commission
1311 Clayton St.
Springdale, AR 72762

STEPHANIE
TIM
Dear Mayor Orman and Mr. Conklin:

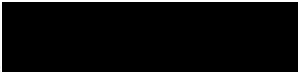
Reference is made to the City's award of \$1,544,000.00 in 2026 Surface Transportation Block Grant Alternatives Program – Attributable (STBGP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for the right of way and utility phases of Job 090613, Hwys. 12/279 Inters. Impvts. (Bentonville) (S). This awarded Federal-aid funding will now be incorporated into Job 090613. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Bentonville and the Department for Job 090613. While NWARPC was not a party to the original Agreement, they are being added via this supplement with the sole responsibility of providing additional funding for Job 090613. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 090613 will now be \$2,044,000.00.

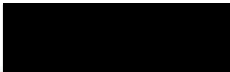
Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.


Jared D. Wiley, P.E.
Director

APPROVED:


Stephanie Orman
Mayor

APPROVED:


Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery
Consultant Contracts

Local Programs
Program Management
Roadway Design
District 9
Job 090613 'C' File



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

June 17, 2025

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72712

Re: Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Inters. Impvts. (Job No. 090613) – ROW/Utilities
NWARPC FFY 2026 Surface Transportation Block Grant Program – Attributable (STBGP-A)

Total NWARPC Federal Funds Awarded to Project to Date: \$2,044,000

Dear Mayor Orman:

I am pleased to inform you that the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Intersection Impvts. (Job No. 090613) was selected by the Northwest Arkansas Regional Planning Commission on May 28, 2025, for Federal Fiscal Year (FFY) 2026 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2026 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	\$1,544,000	(80% Federal)
City Match	\$ 386,000	(20% Local Match)
Total	\$1,930,000	

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2026 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2026. All required submittals to the Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2026, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, providing oversight for federal-aid project delivery and ensuring compliance with applicable provisions of Title 23, U.S.C. ARDOT also processes reimbursement requests for NWARPC funding awards. For more details, please refer to the [ARDOT Local Public Agency Project Manual](#). Required training for this program will be conducted by ARDOT on **Thursday, July 17, 2025, from 8:30 a.m. to 9:30 a.m. at the NWARPC office**. Please ensure the appropriate staff member(s) attend.

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Whitnee V. Bullerwell, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Merideth, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT

Dan Weese, Bentonville Transportation Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

NWARPC Awarded Federal Funding - City of Bentonville				
Job No. - Project - Award Year	STBGP-A FEDERAL/ HIP/EARMK	TAP FEDERAL	CRP FEDERAL	TOTAL FEDERAL
090218	\$ 4,564,686			\$ 4,564,686
8th Street	\$ 4,564,686			\$ 4,564,686
2015	\$ 4,064,686			\$ 4,064,686
2019	\$ 500,000			\$ 500,000
090416		\$ 254,199		\$ 254,199
Walton Blvd Trail Construction Project		\$ 254,199		\$ 254,199
2014		\$ 254,199		\$ 254,199
090421	\$ 1,132,444			\$ 1,132,444
US 71B (N. Walton Blvd.) and 12th St. Intersection	\$ 1,132,444			\$ 1,132,444
2014	\$ 132,444			\$ 132,444
2016	\$ 500,000			\$ 500,000
2017	\$ 500,000			\$ 500,000
090473	\$ 1,100,000			\$ 1,100,000
SW I St. and Hwy. 102 Intersection	\$ 1,100,000			\$ 1,100,000
2016	\$ 100,000			\$ 100,000
2017	\$ 1,000,000			\$ 1,000,000
090479		\$ 22,041		\$ 22,041
McCullum Rd Side path		\$ 22,041		\$ 22,041
2019		\$ 22,041		\$ 22,041
090613	\$ 2,044,000			\$ 2,044,000
Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Inters	\$ 2,044,000			\$ 2,044,000
2022	\$ 500,000			\$ 500,000
2026	\$ 1,544,000			\$ 1,544,000
090628	\$ 7,262,884			\$ 7,262,884
Greenhouse Road Improvements (Hwy 12 to Hwy 102)	\$ 7,130,244			\$ 7,130,244
2021	\$ 850,000			\$ 850,000
2022	\$ 112,000			\$ 112,000
2024	\$ 3,333,396			\$ 3,333,396
2025	\$ 461,928			\$ 461,928
2026	\$ 2,372,920			\$ 2,372,920
Greenhouse Road Improvements (Hwy 12 to Hwy 102) HIP FUNDII	\$ 132,640			\$ 132,640
2021	\$ 132,640			\$ 132,640
090630		\$ 750,000		\$ 750,000
Razorback Greenway Relocation - I-49		\$ 750,000		\$ 750,000
2021		\$ 250,000		\$ 250,000
2023		\$ 500,000		\$ 500,000
090676	\$ 2,500,000			\$ 2,500,000
I-49 / J Street Interchange - Tiger Blvd to I-49	\$ 2,500,000			\$ 2,500,000
2025	\$ 2,500,000			\$ 2,500,000
090716		\$ 400,000		\$ 400,000
SW Bentonville Trail: Morning Star Trail – Vendor Blvd.		\$ 400,000		\$ 400,000
2024		\$ 400,000		\$ 400,000
Grand Total	\$ 18,604,014	\$ 1,426,240		\$ 20,030,253

RESOLUTION NO. 3-11-25 B

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE THE
FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A)
(FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACTIVITIES TO IMPROVE SOUTHWEST
REGIONAL AIRPORT BOULEVARD./S. VAUGHN ROAD INTERSECTION IMPROVEMENT**

WHEREAS, The City of Bentonville understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Southwest Regional Airport Boulevard/South Vaughn Road Intersection; and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the current application requests two million five hundred forty-four thousand dollars (\$2,544,000.00) to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is six hundred thirty-six thousand dollars (\$636,000.00); and

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The City of Bentonville will commit the required matching funds for the right- of- way and utility work to improve Vaughn Road, these funds are hereby committed out of the street bond account pending approval of the application.

PASSED this 11 day of March 2025.

APPROVED:


Stephanie Orman, MAYOR

ATTEST:


Malorie Marrs, CITY CLERK

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC)

Surface Transportation Block Grant Program – Attributable (STBGP-A) FFY 2026 *Existing Project* Additional Funding Request

NWARPC DISCLAIMER: This notice is in accordance with the NWARPC 2045 Metropolitan Transportation Plan, the Infrastructure Investment and Jobs Act (IIJA) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Specifically, the public participation procedures outlined in the PPP will serve to satisfy the Program of Projects (POP) requirements of the Section 5307, Urbanized Area Formula Grant Program for the University of Arkansas/Razorback Transit and Ozark Regional Transit. The NARTS and any and all public transit operators will address the POP requirements as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers.

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC. Si se necesita información en otro idioma, comuníquese con NWARPC.

- 1.5 Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a single project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.
- 1.6 Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will typically be at least a one-year gap before receiving funding for ROW, utilities, and construction. Once a project has been selected for NWARPC STBGP-A funding, it will be reviewed again when resubmitted for funding of subsequent phases.
- 1.7 Application and Deadline Requirement.** All project sponsors must submit a request for funding and meet the required deadline, as noted above.
- 1.8 Obligation of Funds.** All projects awarded must meet the **obligation deadline of September 30, 2026.** (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds before the September deadline).
- 1.9 Project Selection Criteria.** Projects will be evaluated and scored based on the following categories:
- Congestion Management
 - Regional Significance/Connectivity
 - Safety
 - Overall Improvement to the Transportation System
 - Project Design
 - Project Continuation, Partnership, Cost-Sharing
- 1.10 Federal-Aid Project Requirements.** Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation
- 1.11 Other Considerations.** Projects will be evaluated in consideration of Board-adopted regional plans, policies, and initiatives. Applications are encouraged to demonstrate implementation of regional plans [e.g. Metropolitan Transportation Plan (MTP); Comprehensive Safety Action Plan (CSAP) and Vision Zero Policy; Congestion Management Process; Intelligent Transportation System (ITS) Architecture; Transportation Systems Management and Operations (TSMO); NWA Bicycle Pedestrian Master Plan; Connect NWA Transit Development Plan; NWA Transportation Alternatives Analysis; NWA Energy & Environment Innovation (EEI) Plan; NWA Open Space Plan; and Cave Springs Area Karst Resource Conservation Study].
- 1.12 Application Submittal.** Submit paper applications to NWARPC, 1311 Clayton St., Springdale, AR 72762 or submit electronic applications to ngibbs@nwarpc.org. For more information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, (479) 751-7125 x105, or visit www.nwarpc.org/funding-programs/.
- 1.13 Resolution.** A signed resolution from the Applicant's governing body is **required to be submitted with the application**. See sample resolution at the end of this document.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING FFY2025 NWARPC GRANT FUNDS, IN THE AMOUNT
OF ONE MILLION FIVE HUNDRED FORTY-FOUR THOUSAND DOLLARS
(\$1,544,000.00), FOR VAUGHN ROAD IMPROVEMENTS; AMENDING THE 2026
BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and the city clerk are authorized to accept one million five hundred forty-four thousand and zero cents (\$1,544,000.00) in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613);

WHEREAS, the grant provides one million five hundred forty-four thousand and zero cents (\$1,544,000.00) in federal funding with a required 20% local match three hundred eighty-six thousand dollars (\$386,000), for a total project amount of one million nine hundred thirty thousand and zero cents (\$1,930,000.00); and

WHEREAS, a budget adjustment is needed to account for the grant proceeds and required matching funds.

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

Section 1: The City of Bentonville hereby accepts one million five hundred forty-four thousand dollars (\$1,544,000.00) in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613);

Section 2: The 2026 budget is hereby adjusted to recognize grant funds in the amount of one million five hundred forty-four thousand dollars (\$1,544,000.00) into Account #203810-33110 - Federal Direct Grant and appropriate the same into Account #203810-47380 – Street Construction;

Section 3: The 2026 budget is further adjusted to appropriate three hundred eighty-six thousand dollars (\$386,000.00) from Street Fund Reserves into Account #203810-47380 – Street Construction;

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 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:	8/25/2026	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid for Purchase of 161 kV Breakers from GE Grid Solutions
Action Recommendation & Justification:	Due to volatility in the electric industry, BEUD is waiving competitive bidding and entering into an agreement with GE Grid Solutions to purchase four (4) 161 kV breakers for future BEUD capital projects concerning substations for \$690,400.00 plus tax. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. The Utility Board approved 3-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is not a currently budgeted item. However, the future substation expansions are on the BEUD Capital Improvement Plan and large projects. The lead time on these breakers is approximately 124 weeks. 2 of the breakers are for a large project and will be reimbursed, and 2 of the breakers will be used for BEUD capital expansion projects.
Amount for Approval:	\$ 755,988.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503010-47210	Plants and Building	\$ 755,988	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
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, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

General Terms of Contract for Sale of Products and Services

Form ESY104 (PT)

NOTICE: Sale of any Products or Services by Seller is subject to Buyer's assent to these General Terms of Contract. Any acceptance of Seller's offer is expressly limited to acceptance of these General Terms of Contract, and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form will modify these General Terms of Contract even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these General Terms of Contract. Unless otherwise specified in the offer, Seller's offer will expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Contract, Seller's final offer, the agreed scope of work, and Seller's order acknowledgement.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments, if any, in accordance with the Contract.

"Documents" means all printed materials in physical or electronic form relating to or referencing the Products or Firmware provided to Seller by Buyer at the time of purchase, including technical specifications, drawings, manuals, schematics and diagrams.

"Dollars" and **"\$"** mean the lawful currency of the United States of America.

"EU" means the European Union.

"Firmware" means software in executable or object-code format only provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a non-party and software applications licensed separately. Firmware does **not** include source code or other human-readable forms of the software.

"General Terms of Contract" means these "General Terms of Contract for Sale of Products and Services," including any relevant addenda referred to in article 18, together with any modifications or additional provisions specifically stated in Seller's final offer or specifically agreed upon by Seller in writing.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled under any applicable national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement.

"Incoterms 2020" means Incoterms® 2020, the International Chamber of Commerce's rules for the use of domestic and international trade terms, and **"FCA"** has the meaning given in Incoterms 2020.

"Insolvent" in relation to a party, means that: (i) the party has filed a voluntary petition under any bankruptcy, insolvency or other similar law seeking liquidation, reorganization or other relief, or has consented to the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property, or has made a general assignment for the benefit of creditors, or has taken any corporate action to authorize any of the foregoing, or has failed, or become unable, to pay its debts as they become due; or (ii) an involuntary petition has been filed against the party under any bankruptcy, insolvency or other similar law seeking liquidation or reorganization of, or other relief against, the party or the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property; or (iii) an order for relief under any such law has been entered against the party.

"Non-party" (even if not capitalized) means any Person other than a party.

"Person" (even if not capitalized) means a natural person or legal entity.

“**Products**” means the equipment, parts, materials and supplies that Seller has agreed to supply to Buyer under the Contract.

“**Seller**” means the entity providing Products or performing Services under the Contract.

“**Services**” means the services Seller has agreed to perform for Buyer under the Contract.

“**Site**” means the premises (other than Seller’s premises) where Products are used or Services are performed.

“**U.S.**” means the United States of America.

2. Payment

- 2.1 Seller shall invoice, and Buyer shall pay, the Contract Price in accordance with this section 2.1. Seller shall issue invoices upon shipment of Products and as Services are performed, or, if the Contract Price is \$250,000 or more, Seller shall issue invoices for progress payments starting with 25% of the Contract Price on the earlier of the date of signing of the Contract or the date of issuance of Seller’s order acknowledgement and continuing such that 90% of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed (“**Progress Payments**”). Buyer shall pay all invoiced amounts by direct bank transfer in the currency, and to Seller’s bank account, specified in the Contract, without set-off or retention, within 30 days from the invoice date. Buyer shall send Seller a remittance advice notifying it of payment to Remit.Electrification@gevernova.com. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late- payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the Contract Price is set in a currency other than Dollars, references to amounts in Dollars in this section 2.1 mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the period for performance of the Contract, Seller is entitled to compensation in accordance with the Contract Price escalation mechanism, if any, specified in Seller’s offer. If the Contract does not include a price escalation mechanism and Seller can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an excusable event referred to in article 10 (including evolution of any such event preexisting at the time of signing of the Contract), the parties shall, within a reasonable time after notice by Seller to Buyer, negotiate alternative contractual terms or a mitigation plan that reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was preexisting at the time of signing of the Contract. In its notice under this section 2.1, Seller shall give Buyer reasonably detailed information about the event affecting Seller’s contractual obligations, the affected obligations themselves and the extent to which the event affects or will affect its performance of the Contract. The parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable law. Where an agreement is reached, the parties shall start implementing the agreed measures immediately, pending the signing of the relevant amendment to the Contract. If the parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within 15 days after Seller’s notice, Seller may either suspend its performance of the affected part of the Contract or terminate the Contract, without thereby incurring any liability to Buyer. If Seller suspends its performance of the relevant part of the Contract for more than 180 consecutive days, either party may terminate the Contract by sending notice of termination to the other party. In case of termination of the Contract in accordance with this section 2.1, the parties shall settle their accounts accordingly as if the Contract had been terminated under section 11.4.
- 2.2 At Seller’s request, Buyer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guaranty allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“**Payment Security**”). The Payment Security must be (i) in a form, and issued or confirmed by a bank, acceptable to Seller, (ii) payable at the counters of such bank or an advising bank, (iii) opened before commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least 60 days before commencement of Seller’s performance of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten days after Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until it has received any required Payment Security, operative and in effect, and all applicable Progress Payments. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller is entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer’s financial condition or payment history does not justify continuation of Seller’s performance, Seller may require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under the Contract ("**Seller Taxes**"). Buyer is responsible for all taxes, duties (including, for example, those resulting from the imposition of tariffs), fees, or other charges, however denominated and of whatever nature (including, for example, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto) imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("**Buyer Taxes**"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Within one month after payment, Buyer shall give Seller official receipts from the applicable government authority for taxes deducted or withheld.

4. Deliveries; Title Transfer; Risk of Loss; Storage

- 4.1 For shipments that do not involve export, including shipments from one EU country to another EU country, Seller shall deliver Products to Buyer FCA (Seller's facility or warehouse) Incoterms 2020. For export shipments, Seller shall deliver Products to Buyer FCA (port of export) Incoterms 2020. For any importation, Buyer must be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to 25%. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Buyer and Seller agree on different transportation arrangements with cost of freight and delivery to destination included in the Contract Price, Seller is not responsible for any increase in transportation costs occurring after the Contract is signed unless caused solely by Seller's breach of contract, and Seller is entitled to invoice Buyer for the additional transportation costs it has actually incurred, subject to reasonable proof of such additional costs. Subject to section 4.2 below, delivery times are approximate and are dependent on Seller's prompt receipt of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.
- 4.2 If delivery time is firm and guaranteed, and Seller fails, for reasons exclusively attributable to its fault or negligence, to deliver Products or perform Services in accordance with the agreed time schedule, Seller is entitled to a grace period of seven days from the delivery time to remedy such delay without incurring any liability for liquidated damages. If the delay continues beyond the grace period, Buyer's sole and exclusive remedy for damages sustained as a result of such delay is liquidated damages in an amount corresponding to 0.5% of the price of the delayed Products or Services, for each complete week of delay beyond the grace period (Taxes excluded). Liquidated damages for delay are a genuine and reasonable pre-estimate of the loss Buyer may incur in the event of such delay, and payment of such liquidated damages by Seller will be in full and final satisfaction of Seller's liability for delay under the Contract. Seller's liability for delay will not exceed the maximum amount of 5% of the price of the specific Products or Services delayed. Payment of these liquidated damages will not release the Seller from its obligation to deliver the delayed Products or perform the delayed Services.
- 4.3 For shipments that do not involve export, title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For shipments from the U.S. to another country, title to Products (other than Firmware or other software) will pass to Buyer immediately after each item departs from the territory, territorial sea and overlying airspace of the U.S. The United Nations Convention on the Law of the Sea will apply to determine the U.S. territorial sea. For all other shipments, title to Products (other than Firmware or other software) will pass to Buyer on the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territory, territorial sea and overlying airspace of the country of export. When Buyer arranges the export or intra-EU shipment, Buyer will provide Seller evidence of exportation or intra-EU shipment acceptable to the relevant tax and custom authorities.
- 4.4 Risk of loss will pass to Buyer upon delivery in accordance with section 4.1, except that, for export shipments from the U.S., risk of loss will transfer to Buyer upon transfer of title.
- 4.5 If any Products to be delivered under the Contract, or any Buyer equipment repaired at Seller's facilities, cannot be shipped to or received by Buyer or the end-user when ready due to any cause attributable to Buyer, its other contractors or the end-user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, then: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment will be due; (iii) Seller is entitled to invoice Buyer for the costs of transportation to the storage facilities plus a lump-sum amount of 0.5% of the Contract Price per full week (or part thereof, pro rata) of storage with a minimum of \$1,000. Seller shall issue invoices weekly starting at the beginning of the third week of storage until it can ship the Products; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review them

and issue its response (either approval or disapproval with detailed reasons for disapproval) within ten days of Seller's submittal. If Buyer fails to provide a response within ten days, the submittal will be deemed approved.

- 4.6 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer is responsible for, and retains risk of loss of, such equipment at all times, but Seller is responsible for damage to the equipment while at Seller's facility to the extent, if any, that such damage is caused by Seller's negligence.

5. Warranty

- 5.1 Seller warrants that Products will be delivered free from defects in material, workmanship and title and that Services will be performed in a competent, diligent manner in accordance with the specifications agreed in the Contract.
- 5.2 The warranty for Products will expire one year from first use or 18 months from delivery, whichever occurs first, except that software is warranted for 90 days from delivery. The warranty for Services will expire one year after performance of the Service, except that software-related Services are warranted for 90 days from performance of such Services.
- 5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing before expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform non-conforming Services. If, despite its reasonable efforts, Seller is unable to repair or replace a defective Product, or re-perform non-conforming Services, Seller shall refund or credit monies paid by Buyer for such defective Products or non-conforming Services, as applicable. No repair, replacement or re-performance by Seller under this section 5.3 will extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a defect exists.
- 5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.
- 5.5 The warranties and remedies in this article 5 are subject to (i) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors), commissioning, use, operation and maintenance of Products, (ii) Buyer's keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, (iii) modification or repair of Products or Services only as authorized by Seller in writing and (iv) continuous connection of the Site, to allow remote monitoring by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 5.6 This article 5 states the exclusive remedies for all claims based on failure of, or defect in, Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort or other extra-contractual liability (including negligence), strict liability or otherwise. The warranties in this article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. ***No implied or statutory warranty or condition of merchantability or satisfactory quality or of fitness for a particular purpose applies.***

6. Confidentiality

- 6.1 Seller and Buyer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with the Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. In addition, all prices for Products and Services are Seller's Confidential Information.
- 6.2 Receiving Party shall: (i) use the Confidential Information only in connection with the Contract and the use of Products and Services, (ii) take reasonable measures to prevent disclosure of the Confidential Information to non-parties, and (iii) not disclose the Confidential Information to anyone other than its own employees having a need to know such Confidential Information for the purpose stated in item (i) above. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other non-party with Disclosing Party's prior written permission, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted non-party that prohibits disclosure of the Confidential Information and as long as the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations in section 6.2 do not apply to any part of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process, but a Receiving Party that intends to make disclosure in response to such legal requirement or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without the other party's prior written approval. As to any individual item of Confidential Information, the Receiving Party's obligations under this article 6 will expire five years after the date of disclosure. This article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Subject to the terms of the Contract, effective upon passing of title to the relevant Product, Seller grants Buyer a limited, non-exclusive license: (i) to use any Firmware or other software as provided with the Product; and (ii) for the internal benefit of Buyer only, to use, copy, distribute, display, modify, and make derivative works from, any Documents provided by Seller under the Contract. Buyer is not acquiring, and nothing herein is to be deemed to transfer any right, title or interest to Buyer in or to the Firmware or any such software or Documents other than the license granted in this section 7.1. Documents and Firmware or other software delivered for Buyer's use will remain subject to Seller's ownership and intellectual property rights, as applicable.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated non-party (a "**Claim**") alleging that Products or Services furnished under the Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (as long as there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, as long as Buyer (i) promptly notifies Seller in writing of the Claim, (ii) makes no admission of liability and does not take any position adverse to Seller, (iii) gives Seller sole authority to control defense and settlement of the Claim, and (iv) gives Seller full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 does not apply, and Seller has no obligation or liability, with respect to any Claim based on (i) Products or Services that have been modified or revised, (ii) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (iv) unauthorized use of Products or Services, or (v) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any part thereof, become the subject of a Claim, Seller may at its option (i) procure for Buyer the right to continue using the Product or Service, or applicable part thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) if neither (i) nor (ii) is feasible, take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 This article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party retains ownership of all Confidential Information and intellectual property it had before the signing of the Contract. All new intellectual property conceived or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, are owned exclusively by Seller. Buyer shall deliver assignment documentation as necessary to achieve that result.

8. Indemnity Replace entire paragraph with "Indemnity" section on Page 11.

~~Either party (each, an "**Indemnifying Party**") shall indemnify the other party (the "**Indemnified Party**") from and against claims brought by a non-party on account of personal injury or damage to the non-party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with the Contract. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the parties shall bear the loss or expense in proportion to their respective degrees of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered non-party property.~~

9. Insurance

During the term of the Contract, Seller shall maintain the following insurance coverage for its protection: (i) worker's compensation, employer's liability and other insurance required by applicable law with respect to work related injuries or disease of Seller's employees in such form and amount as required by applicable laws; (ii) automobile liability insurance with a combined single limit of \$2,500,000; and (iii) commercial general liability or public liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Notwithstanding anything to the contrary in the Contract, Seller is not liable for or considered in breach of its obligations under the Contract to the extent that Seller's performance is delayed, prevented, hindered, directly or indirectly, by any cause beyond its reasonable control, including, for example, an act of God, tsunami, flood, landslide, earthquake, fire, explosion, war (even if not declared), insurrection, civil commotion, blockade, terrorism, sabotage, piracy, epidemic, quarantine restriction, disturbance in supplies from normally reliable sources (including, for example, electricity, water and fuel), strike, lockout or work stoppage (other than of Seller's own employees), non-issuance or delayed issuance of any permit and government action or inaction, including, for example, in connection with customs clearance. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller is also entitled to an equitable price adjustment.

11. Termination and Suspension

- 11.1 Buyer may terminate the Contract (or the affected part thereof) for cause, if Seller (i) becomes Insolvent; or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, as long as (a) Buyer first gives Seller a detailed notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller has not, within 30 days after receipt of the notice, commenced and diligently pursued cure of the breach.
- 11.2 If Buyer terminates the Contract in accordance with section 11.1, then: (i) Seller shall reimburse Buyer for the difference between the part of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay Seller (a) the part of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected part thereof) immediately for cause if (i) Buyer becomes Insolvent, or (ii) Buyer commits a material breach of the Contract, including, for example, failure or delay in providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any part thereof) is terminated for any reason other than Seller's default under section 11.1, Buyer shall pay Seller the Price for all Products completed, lease fees incurred and Services performed before the effective date of termination, expenses incurred by the Seller in expectation of completing the Contract, plus expenses reasonably incurred by Seller in connection with the termination, including cancellation or termination fees or charges that Seller must pay to subcontractors and sub-suppliers. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.
- 11.5 Seller may suspend the Contract (or any affected part thereof) immediately upon the occurrence of an excusable event (as described in article 10). Either party may terminate the Contract (or the affected part thereof) upon 20 days' advance notice if an excusable event lasts longer than 90 days. In such case, Buyer shall pay Seller all amounts payable under section 11.4, as well as the cancellation charge for uncompleted Products if the excusable event leading to termination included an act or omission of the Buyer or its contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, for example, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

- 12.1 Seller shall comply with all laws and regulations applicable to the manufacture of Products and its performance of Services. Buyer shall comply with all laws and regulations applicable to the purchase, application, operation, use and disposal of the Products and Services, including those regarding fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it has had access to, has reviewed and fully understands GE Vernova's integrity policies. Seller shall comply with the GE Vernova integrity policies. The GE Vernova integrity policies can be accessed electronically at <https://www.gevernova.com/sites/default/files/2026-01/ge-vernova-code-of-conduct.pdf>.
- 12.2 Seller's obligations are subject to Buyer's compliance with all export-control, sanctions, antiboycott and other applicable trade control laws and regulations, including those of the U.S., EU, UK and Switzerland. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other

information or assistance or Product furnished by Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as such on Seller's invoice. Without prejudice to the generality of the foregoing, Buyer shall not re-export any goods or technology referred to in: (i) paragraph 1 of article 12g of Council Regulation (EU) 833/2014, as amended, to Russia or for use in Russia; or (ii) paragraph 1 of article 8g of Council Regulation (EC) 765/2006, as amended, to Belarus or for use in Belarus. Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on Buyer's behalf (including, for example, the issuance of any payment securities, such as a letter of credit) is not subject to any trade control regulation that prohibits doing business with such bank, financial institution or entity. Non-compliance by Buyer with its obligations in this section 12.2 will be a fundamental breach of the Contract, for which Seller may, by notice to Buyer, immediately suspend its performance of, or terminate, the Contract, without prejudice to the exercise of any other rights or remedies that may be available to Seller.

- 12.3 Notwithstanding anything to the contrary in the Contract, Buyer shall promptly obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, for example, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, but Seller shall obtain any license or registration necessary for Seller to conduct business and shall obtain visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.
- 12.4 Buyer shall act in accordance with the United Nations Universal Declaration of Human Rights and the International Labor Organization Fundamental Principles and Rights at Work, including the following obligations: (i) to respect human rights of its employees and others; (ii) not to employ workers younger than 16 years of age or the applicable higher minimum age; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or subject to a penalty/punishment for resigning, including the charging of recruitment fees, withholding of pay, or withholding of immigration documents, or to engage in or abet trafficking in persons for forced labor or commercial sex act purposes; (iv) not to discriminate in employment or business operations; (v) to afford workers the freedom of association and right to collective bargaining in accordance with local law; and (vi) to provide workers a viable grievance mechanism free of retaliation.
- 12.5 Each Party represents, warrants, and covenants that, in connection with the Contract, it has complied, shall comply, and shall cause its affiliates to comply, with all Improper Payment Laws and shall not pay, promise to pay, or authorize payments of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Contract or the transactions contemplated under this Contract. As used in the Contract, "**Improper Payment Laws**" means all applicable laws, rules and regulations (including international treaties and conventions) regarding bribery, corruption, kick-backs, fraud, illegal payments and gratuities, or similar practices, including the Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Acts 1889-1916, the UK Bribery Act 2010, and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable local anti-bribery laws, as well as all applicable anti-money laundering, anti-terrorism, and economic sanctions and anti-boycott laws, in each case as amended from time to time.
- 13. Environmental, Health, Safety and Security Matters**
- 13.1 Buyer shall maintain safe working conditions at the Site, including, for example, implementing appropriate procedures regarding Hazardous Materials, confined-space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("**LOTO**") procedures including physical LOTO or an agreed upon alternative method.
- 13.2 Buyer shall promptly, and in any case before Seller starts work on any Site, advise Seller in writing of all applicable Site-specific environmental, health, safety and security requirements and procedures, including a complete description of Buyer's security program. Without limiting Buyer's responsibilities under this article 13, Seller may, from time to time, review and inspect applicable environmental, health, safety and, security documentation, procedures and conditions at the Site. Seller has the right, but not the obligation, to audit Buyer's security program and performance from time to time. Seller's receipt, review or audit of Buyer's security program or performance will not excuse or limit Buyer's obligation to provide adequate security.
- 13.3 If, in Seller's reasonable opinion, the health, safety or security of personnel on the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of the Contract, in whole or in part, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

- 13.4 Buyer is responsible for operating its equipment. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.
- 13.5 Buyer shall make its Site medical facilities and resources available to Seller's personnel that need medical attention.
- 13.6 Seller is not responsible or liable for the pre-existing condition of Buyer's equipment or the Site. Before Seller starts any work at the Site, Buyer shall provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing the Contract. Buyer shall inform Seller of all industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.
- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site that materially differ from those disclosed by Buyer; or (ii) previously unknown physical conditions at the Site that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, Seller is entitled to an equitable adjustment in the Contract Price and the schedule.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller has no obligation to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller is entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials that are or were (i) present in or about Buyer's equipment or the Site before Seller started work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.
- 13.10 Buyer shall safeguard the Site, as well as all Seller's tools, consumables, Products and parts when provided, against dishonest or criminal acts, including, for example, sabotage, theft and arson, by suitable physical means, such as CCTV equipment and services, guards, fencing and lighting. Buyer shall maintain secure working conditions at the Site.
- 13.11 The Parties acknowledge that the COVID-19 pandemic and government actions in response to it have affected and will continue to affect Seller's ability to deliver goods and services around the world (the "**COVID-19 Impact**"). In the event that the COVID-19 Impact affects Seller's ability to deliver on time or at the Contract Price, Seller is entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and cost.
- 13.12 At all times while Seller's personnel are, or are expected to be, on or about the Site, Buyer shall provide security equipment, facilities, measures and procedures adequate to protect such personnel and meet Seller's security standard against potential threats to their safety or well-being, including, for example, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring procedures and equipment, screening and oversight of local workers and others that Buyer allows onto the Site, alarms, evacuation routes and procedures, and training for Seller's personnel regarding Buyer's Site security procedures.
- 13.13 If Seller determines that Buyer's security program is not sufficient to provide for the protection of Seller's personnel working on or about the Site, Seller may: (i) make reasonable recommendations to Buyer regarding changes to the security program, which Buyer shall promptly implement; (ii) provide security measures to protect its personnel, for which Buyer shall reimburse Seller for all related expenses incurred at cost plus 15%; and (iii) exercise any of its applicable rights or remedies under the Contract.
- 14. Changes**
- 14.1 Either party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until the parties agree upon such change in writing. The written change documentation must describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 14.2 Seller is entitled to an equitable adjustment of the scope, Contract Price, schedule, and other provisions to reflect additional costs or obligations incurred by Seller resulting from a change, after the date of Seller's offer, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, or in applicable laws or regulations.

14.3 In the event of a change in applicable trade-control laws or regulations, including, for example, those of the U.S., EU UK and Switzerland, or in the interpretation thereof, or if an authorization under any applicable trade-control law or regulation is denied, revoked, withdrawn or cancelled, preventing Seller from performing its obligations without breaching such law or regulation, or makes Seller's performance of its obligations unreasonably burdensome or unbalanced, Seller may, without incurring liability to Buyer and without prejudice to any other right or remedy of Seller in this Contract or at law, (i) withdraw its offer, or (ii) suspend its performance of, or terminate, the Contract. If the suspension lasts more than four months, either party may, by notice to the other, immediately terminate the Contract.

14.4 Seller may deliver a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, will not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order.

15.2 Seller is not liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, loss of business opportunity, reputational damage, cost of replacement power, cost of capital, downtime costs or increased operating costs, nor is Seller liable for any special, consequential, incidental, indirect or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 Seller's liability will cease upon expiration of the applicable warranty period, but Buyer may continue to enforce a claim for which it has given notice before that date by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller is not liable for advice or assistance that is not required for the scope of work under the Contract.

15.5 If Buyer is supplying Products or Services to a non-party, or using Products or Services at a facility owned by a non-party, Buyer shall indemnify and defend Seller from and against any and all claims by, and liability to, such non-party.

15.6 As used in this article 15, "**Seller**" includes Seller's affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this article 15 apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution **Arkansas**

16.1 ~~If Buyer's principal place of business is in the U.S., New York~~ law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for sections 5-1401 and 5-1402 of the General Obligations Law (N.Y.). If Buyer's principal place of business is outside the U.S., English law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for article 12(1) of the Late Payment of Commercial Debts (Interest) Act 1998 (UK). If the Contract includes the sale of Products and Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods applies.

16.2 If any dispute arises out of or in connection with the Contract, including any question regarding its existence or validity, the parties shall submit the matter to mediation under the Mediation Rules of the International Chamber of Commerce, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time. If the dispute has not been settled under such rules within 30 days after the filing of a request for mediation, the dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. If the arbitral tribunal is to consist of more than one arbitrator, the party-appointed arbitrators will, for two weeks after the date on which both their appointments have been confirmed, attempt to reach agreement on the appointment of the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis. If the two party-appointed arbitrators are unable to agree upon the appointment of the president of the arbitral tribunal, upon request of either party, the president of the International Chamber of Commerce will appoint the president of the arbitral tribunal. The seat, or legal place, of the mediation and arbitration will be Paris, France. The mediation and arbitration will be conducted in the English language. The parties' written submissions must, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller shall apply its usual quality-control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to attend Seller's factory tests of Products, subject to

appropriate access restrictions, if such attendance can be arranged without delaying the work. Buyer shall bear all travel and living expenses of its personnel to attend such tests. If Buyer or its representative do not attend the factory tests on the scheduled date, Seller may proceed with such factory tests alone, and Seller shall promptly share the results of such tests with Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by Buyer for any reason (including as a consequence of any pandemic) and Buyer cannot delegate any non-party to represent it, or to perform the tests in its name and on its behalf, Seller may propose reasonable alternative arrangements to Buyer to avoid delaying testing, including, for example, the use of electronic messaging services such as Skype, Teams or equivalent services, recording devices, such as cameras, and a distribution of results by means of electronic storage media, such as DVD or streamed videos. The parties shall endeavor to agree on such arrangements with a view to avoiding delay in the testing of the Products. If, despite Seller's proposal of reasonable alternative arrangements, Buyer instructs Seller to suspend or postpone the performance of the tests, then, notwithstanding anything to the contrary in the Contract, Seller is entitled to an equitable extension of time for completion of the work and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of such tests.

18. Addenda to these General Terms of Contract for the Sale of Products and Services

If there is any conflict between these "General Terms of Contract for the Sale of Products and Services" and the terms of any addendum attached hereto, the terms of the addendum will prevail with respect to the applicable scope.

19. General Clauses

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it will not use or permit others to use Products or Services for such purposes, without Seller's prior written consent. If, in breach of the warranty in the preceding sentence, any such use occurs, Seller (on its own behalf and on behalf of its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and defend Seller (and its parent, affiliates, suppliers and subcontractors) against all losses and liabilities arising out of any such damage, injury or contamination. Seller's consent to any such use, if any, will be subject to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under the Contract to any person without Buyer's consent. Buyer shall execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract any part of the work but remains liable for the subcontracted work. Buyer shall not assign its rights or delegate its duties under the Contract without Seller's prior written consent, which must not be unreasonably withheld. Any purported assignment or delegation by Buyer in breach of the preceding sentence will be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Seller objects to such change, or if Buyer does not give Seller the required notice, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance, including, for example, payment, or (iii) put special controls in place regarding Seller's Confidential Information.
- 19.4 If any provision of the Contract is held to be void or unenforceable, the remainder of the Contract will remain in force. The parties will endeavor to replace any such void or unenforceable provision with a valid and enforceable substitute provision that achieves substantially the same practical and economic effect as such invalid or unenforceable provision.
- 19.5 The following articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract is the entire agreement between the parties. No oral or written representation or warranty not contained in the Contract will be binding on either party. The parties' rights, remedies and obligations arising from or related to Products and Services sold under the Contract are limited to the rights, remedies and obligations stated in the Contract. All amendments to the contract must be written and signed by both parties.
- 19.7 Except as provided in article 15 (Limitations of Liability) and in section 19.1 (no nuclear use): (i) if Buyer's principal place of business is in the U.S., no non-party may enforce any of the terms of the Contract; and (ii) if Buyer's principal place of business is outside the U.S., no non-party may enforce any of the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 19.8 This Contract may be signed in multiple counterparts that together will constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools, such as DocuSign, or any other agreed upon certified means.
- 19.9 All notices pertaining to this Contract must be in writing. Without prejudice to any other way of serving notice, any notice will be sufficiently given if sent by recorded delivery to the addressee's registered office or last known place of business and will be

deemed to be given on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Each party shall give the other party 14 days' notice of any change to its address for notices.

- 19.10 Products will be deemed accepted upon successful completion of factory acceptance test. Any site acceptance will apply only to Services including, for example, any installation, commissioning, supervision, or other on-site work expressly stated in the Contract to be subject to acceptance testing, and will not delay acceptance of delivered Products unless the Contract expressly provides that integrated system or performance testing is a condition precedent to acceptance.

20. U.S. Government Contracts

- 20.1 This article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer acknowledges that all Products and Services provided by Seller meet the definition of "commercially available off-the-shelf" (COTS) item," "commercial product" or "commercial service" (as applicable) as those terms are defined in Federal Acquisition Regulation ("FAR") § 2.101. Unless otherwise specifically stated by Seller in the Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer acknowledges that any Services offered by Seller are exempt from the Service Contract Labor Standards (see 41 U.S.C. §§ 6701-6707, FAR § 52.222-41). The version of any applicable FAR clause listed in this article 20 will be the one in effect on the effective date of the Contract.
- 20.3 If Buyer is an agency of the U.S. government, then, as permitted by FAR § 12.302, Buyer acknowledges that all paragraphs of FAR § 52.212-4 (except those listed in § 12.302(b)) are replaced with these General Terms of Contract. Buyer further acknowledges that the subparagraphs of FAR § 52.212-5 apply only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR § 52.212-5(e) or § 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.

Indemnity:

"Each party shall bear responsibility for third-party claims filed against the other party, including any related damages, losses, and expenses arising from personal injury or damage to tangible property, to the extent such claims are caused by the negligence of the party bearing such responsibility. To the extent any such injury or damage results from the joint or concurrent negligence of both parties, responsibility shall be allocated between the parties in proportion to their respective degrees of negligence. For purposes of Sellers responsibility under this provision, no part of the Products or Site shall be considered third-party property."



CITY OF BENTONVILLE

170kV DEAD TANK CIRCUIT BREAKERS

Proposal Date: **May 27, 2026**

Proposal Number: **AR-OP26051542748 – Revision 0**

GE Grid Solutions, LLC
One Power Lane
Charleroi, PA 15022, USA



Proudly Designed and
Manufactured in
Charleroi, PA, USA

Contents

1	Executive Summary	3
2	Proposal.....	4
3	Spare Parts, Special Tools and Field Service.....	5
4	Comments, Clarifications and Exceptions.....	5
5	Commercial Terms of Sale	7
6	General Comments / Characteristics.....	11
7	Attachments.....	12

1 Executive Summary

CITY OF BENTONVILLE

Attn: Wayman Thurman

Good day,

Thank you for your interest in GE Vernova dead tank circuit breakers for the referenced opportunity. We are pleased to submit the enclosed proposal for your consideration along with the noted comments, clarifications, and exceptions.

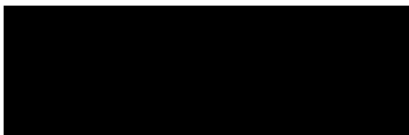
GE Vernova is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania, and a second manufacturing facility located in La Prairie, Quebec, Canada. Our Charleroi facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and both Charleroi and La Prairie are certified to ISO 9001-2015 and ISO 14001-2015.

GE Vernova has manufactured and delivered over 60,000 breakers in North America since 1994 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the GE Vernova team are available at any time and are dedicated, together with our Charleroi and La Prairie staff of over 550 employees, to provide you with best-in-industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,



Alexander Govas, P.Eng., PMP
Lead Sales and Proposal Specialist
alexander.govas@gevernova.com
438-337-9176

2 Proposal

Item #1

Two (2) 170 kV Dead Tank Circuit Breakers per ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-170 FK 40 F1
▪ Rated Nominal Voltage	161 kV
▪ Rated Maximum Voltage	170 kV
▪ Frequency	60 Hz
▪ Rated Continuous Current	1200 A (Maximum 2000 A)
▪ Rated Short-Circuit Current	40 kA
▪ Interrupting Time	3 cycles
▪ High-Speed-Auto-Reclosure	3 Phase – Gang Operated
▪ BIL	750 kV @ 3,300' ASL
▪ Creep Distance / Material / Color	177" / Composite / Gray
▪ Insulating Medium	SF ₆ (first fill included)
▪ Current Transformers	(12) 1200:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / ANSI 70 Painted Steel
▪ Ambient Temperature	-30°C to +40°C with Tank Heaters
▪ Seismic Rating	Low per IEEE 693-2005
▪ Control Voltage (Range)	125 VDC
▪ Motor Voltage	120VAC / 125 VDC Universal
▪ Auxiliary – Lighting/Heating	120 VAC / 240 VAC

Unit Price:	\$USD 169,700 - EXW Factory, USA
--------------------	---

Features and Benefits

- The circuit breaker is qualified to M2 class for mechanical endurance in accordance with IEC 62271-100. This qualifies the circuit breaker mechanically for 10,000 Close-Open operations without maintenance.
- The circuit breaker is qualified to C2 class for capacitor switching in accordance with IEEE/ANSI C37. This qualifies the circuit breaker for switching of capacitive loads (lines, cables, shunt capacitor bank, back-to-back) and with very low probability of re-strike.

3 Spare Parts, Special Tools and Field Service

Spare Parts

It is recommended for emergency purposes to purchase and stock a spare charging motor, trip & close coil.

Item no.	Part Description	DT1-170kV Price per Unit (in \$USD)
a	One (1) Trip Coil	\$ 525
b	One (1) Close Coil	\$ 525
c	One (1) Spring Charging Motor	\$ 1,850

Prices of spare parts are valid only when ordered and delivered with the circuit breaker. A more detailed list of spare parts can be provided during order execution upon request.

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF₆ handling tools on site:

- Gas regulator and fill hose set (1) included per breaker
- Vanguard Transducer Bracket (1) included per breaker
- Hand crank for manual spring charge (1) included per breaker

Field Service

A field service representative is not included in the base price of the circuit breakers. If Service is required, please consult GE Vernova Service rate sheet attached to this proposal.

4 Comments, Clarifications and Exceptions

- * This offer is made strictly in accordance with the attached **General Terms of Contract for Sale of Products and Services Form ESY104**. This document will take precedent over any terms defined in the invitation to bid.
- * The proposed circuit breakers will be built in accordance with GE Vernova's standard design with the ratings and transformer ratios as shown in Section 2 of this offer. Any deviation from this design is subject to review and may affect the quoted price and lead time.
- * The quoted circuit breaker will have controls, component specifications, wiring specifications and layouts similar to previously supplied GE Vernova DT1-170FK-40-F1 circuit breakers (Ref PO 22200757).

5 Commercial Terms of Sale

Except as noted herein, this offer is made strictly in accordance with the enclosed GE Vernova General Terms of Contract for Sale of Products and Services – Form ESY104, and g3 Addendum to Terms and Conditions for Sale of Products and Services, as applicable

Validity:	Thirty (30) days after the date of this proposal.
Delivery:	Standard delivery is one-hundred twenty-two (122) to one-hundred-twenty-four (124) weeks EXW Factory after acceptance of purchase order by Seller. All orders subject to prior factory loading and material availability at the time of purchase order placement. Purchase order delivery date must be within ten (10) weeks of the quoted lead time. Longer delivery schedules are subject to the enclosed price escalation.
Delivery Note:	Within 28-36 weeks after receipt of purchase order: Outline drawing including general arrangement, dimensions, foundation requirements and bushing drawing. 52-60 weeks prior to delivery of products: Low voltage control drawings including AC/DC schematic, wiring diagram, parts list, gas plumbing and nameplate drawings. Delivery of products is based upon customer return of approved drawings within two (2) weeks of submittal. Any changes deviating to the as-quoted configuration or after the drawings are approved will be subject to a change fee of \$5,250 per drawing set in addition to time and materials which will be quoted at the time of request.
Field Service:	Unless otherwise defined in this offer, field services are not included in the base price of the circuit breaker(s). If service is required, see attached Field Services T&M Offer for GE Vernova SF6 Circuit Breakers (CBR) for pricing information.
Spares Parts:	Unless otherwise defined in this offer, spares parts are priced separately and not included in the base price. Spare parts pricing is valid only when ordered and delivered together with the circuit breakers included in this offer.
Shipping Point:	Pennsylvania, USA
PO Remittance:	GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022
Terms of Delivery:	Pricing is firm in USD, DAP Continental USA Jobsite, Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading and assembly is to be provided by others. The cost of freight is not included in the base price. Freight is prepaid and added to the invoice as a separate item at cost +20%.

Payment Conditions: Progress payments shall be invoiced as follows:

30% on receipt of purchase order, invoiced with order acknowledgement;
10% upon submittal of outline drawings by Seller;
20% upon submittal of low voltage control drawings by Seller;
40% upon delivery of product at site, invoiced on a per shipment basis.

All payments are due net 30 days by wire transfer, inclusive of the Buyer's internal invoice approval process.

In case Buyer fails to make any payment due under the contract, Buyer will be immediately considered in default of its payment obligations, and Buyer shall pay a late-payment charge computed at the rate of one and a half percent (1.5%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. After a payment delay of more than fifteen (15) days, Seller reserves the right to suspend the delivery of documents, products and/or performance of services under the contract, without prejudice to Seller's right to terminate the contract after thirty (30) days of payment delay attributable to Buyer's default.

Instruction Manual: One instruction book is shipped inside the control cabinet of the breaker. An electronic copy will also be provided.

Warranty: Twenty-four (24) months from first use, or thirty (30) months from delivery, whichever occurs first. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04-2018 for general purpose circuit breakers, and circuit breakers that have exceeded the maximum allowable cumulated current as defined in the instruction manual. Warranties are based on strict accordance with the maintenance instructions found in the circuit breaker manual.

Liquidated Damages: Beginning on the fifteenth (15th) calendar day after acknowledged delivery date, if Seller fails to deliver products and/or perform services in accordance with the final agreed time schedule, Buyer's sole and exclusive remedy for damages sustained as a result of such delay shall be liquidated damages in an amount corresponding to zero point five percent (0.5%) of the price of the delayed products and/or services, for each complete week (or pro-rata portion thereof) of delay. In no event shall Seller's liability for delay exceed a maximum amount of five percent (5%) of the price of the products and/or services delayed. Seller shall not be liable or considered in breach of its obligations under the contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control.

Sales Tax: This offer does not include any sales tax (federal, state or local).

Damages: Seller shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

Cancellation:

If the contract (or any part thereof) is terminated for any reason other than Seller's default, a payment will be due based on the table below and must be included in the contract or on the purchase order, whichever is applicable.

Schedule (based on EXW factory)	Cancellation Charge (% of outstanding contract value)
0 – 4 weeks after receipt of order	20 %
60+ weeks before delivery	30 %
48 – 60 weeks before shipment	40 %
42 – 48 weeks before shipment	50 %
36 – 42 weeks before shipment	60 %
24 – 36 weeks before shipment	70 %
12 – 24 weeks before shipment	80 %
0 – 12 weeks before shipment	100 %

Tariffs:

In the event of any change in any law of any country during the validity of the Offer, and until the signature of the contract or acceptance of purchase order by the Seller, the Seller shall be entitled to request revision of the prices and, as applicable, of the other conditions of its Offer to take into account the consequences of the aforementioned change in law. In the case where the Buyer does not permit the Seller to revise and update its Offer, the Seller shall be entitled, subject to written notice to the Buyer, to withdraw its Offer without liability to the Seller. Buyer is hereby informed that the consequences that any changes in law, including but not limited to, increased duties, tariffs or value added tax, or their future enactments may have on prices and availability of finished goods, raw materials, manpower, components, transport and logistics, and any other components of the scope of the Offer shall be considered for the purpose of this provision.

The price stated in the Offer does not include any duties, tariffs, or value-added tax on raw materials, component imports, including imported finished goods and manufactured goods ("Tariffs"), which are to be paid by the Seller, irrespective of the agreed Incoterms, due to changes in law effective after January 20th, 2025. The Parties agree that the Seller will be entitled to such Tariffs upon receiving written notification and the issuance of a separate invoice for the Tariffs. The Buyer agrees to pay the amount due within thirty (30) days of receiving the invoice.

The following statement must be included in the contract or on the purchase order, whichever is applicable.

The price stated in the contract or purchase order does not include any duties, tariffs, or value-added tax on raw materials, component imports, including imported finished goods and manufactured goods ("Tariffs"),

which are to be paid by the Seller, irrespective of the agreed Incoterms, due to changes in law effective after January 20th, 2025. The Parties agree that the Seller will be entitled to such Tariffs upon receiving written notification and the issuance of a separate invoice for the Tariffs. The Buyer agrees to pay the amount due within thirty (30) days of receiving the invoice.

Domestic Content: Circuit breakers are assembled in the United States or Canada with materials and components sourced from foreign and domestic suppliers. Compliance with any domestic content requirement (local, state or federal) is subject to review and confirmation by Seller.

6 General Comments / Characteristics

The circuit breakers offered belong to a family of switchgear highlighted by the following features:

- Third generation SF₆ interrupter with advanced thermal effect interrupter.
- Mechanical spring/spring operating mechanism.
- Over 100,000 circuit breakers/switchers on order or in service since 1989, worldwide.

A spring type operating mechanism is used to operate the circuit breakers. Stored energy in the springs is sufficient to perform one (1) O-CO operation without recharging. Tripping springs are automatically recharged after every C operation. Duty cycle is O-0.3s-CO-15s-CO as standard.

Breakers have NEMA four (4) hole bushing terminals, aluminum and arranged in a horizontal plane, and NEMA two (2) hole, stainless steel grounding pads located on opposite legs of the support structure. Anchor bolts, terminal connectors and ground clamps are to be provided by others.

The circuit breakers will be supplied with a minimum of 10 a' and 10 b' (per breaker) spare auxiliary contacts for customer use. Contacts factory-set and not field inter-interchangeable or adjustable.

The circuit breakers have one (1) gas density monitoring system per breaker, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF₆ gas density monitor has two (2) contact settings for falling density: (1) alarm, (2) functional lockout. Contact settings are adjusted at the factory, require no calibration and should not be adjusted in the field.

The circuit breakers have a common gas piping system with a common fill valve located outside of the control cabinet. Self-sealing isolation valves are provided on each tank to facilitate the removal of gas from a single tank.

The breakers will be shipped on a low step-deck or flatbed truck with bushings assembled and partially gas filled, thereby eliminating the need for a vacuum pump on site. On-site assembly consists of topping off with SF₆ gas and mounting the lower legs of the support structure.

The proposed circuit breakers have been tested according to applicable ANSI/IEEE standards. Type tests have been performed previously on a similar unit. A set of routine tests, also according to ANSI/IEEE standards, will be conducted on the circuit breakers prior to shipment from our factory in Pennsylvania, USA. Repetition of any of these tests or the inclusion of a test or testing procedure not covered in these standards or on our Routine Testing Report is not included in the price of the circuit breakers.

The cost of routine equipment testing at our facility is included in the breaker pricing. All other costs (i.e. travel, lodging, and meal expenses) associated with witness testing are not included.

7 Attachments

- DT1-145FK 40 F1 Product Brochure
- DT1-145FK 40 F1 Sample Outline & Wiring Schematic
- GE Vernova Service Rate Sheet
- SF6 Gas Tightness Line Card
- High Voltage Circuit Breakers Line Card
- General Terms of Contract for Sale of Products and Services Form ESY104

DT1-145 AND DT1-170

Dead Tank Circuit Breakers from 123 kV to 170 kV

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for applications at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas, and regions with high pollution levels or corrosive atmospheres.

Reliable Performance

The DT1-145 and the DT1-170 are suitable for applications up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

Gas Tightness Guarantee & Superior Manufacturing

Grid Solutions at GE Vernova leads the industry in SF₆ gas tightness testing technology including seals, castings, and plumbing systems. Each breaker is factory-tested using Grid Solutions' proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

Grid Solution designs, manufactures, tests, and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC standards, maintaining a quality assurance system according to ISO 9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

Enhanced Installation and Maintenance

The DT1-145/170 are factory-tested and adjusted and do not require any "special tools" for the installation. Designed with the smallest symmetrical footprint to allow for minimized foundation costs, they are recognized worldwide as easy-to-install and easy-to-operate circuit breakers. Due to the low-energy mechanism and lifetime lubricants, the DT series is virtually maintenance-free. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

IPO Option

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with a separated spring/spring mechanism for each phase. Paired with a synchronous controller, this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.



Main Characteristics

- Advanced self-blast interrupters
- Leak-resistant cast aluminum enclosures
- Durable low-energy spring-spring operated mechanism
- More than 100,000 circuit breakers with self-blast interrupters and FK spring-operated mechanism in service since 1989

Key Benefits

- SF₆ gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Design customization
- Virtually maintenance-free
- Easy to install

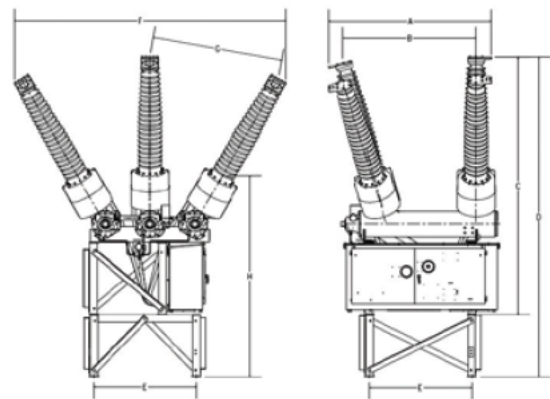


GE VERNOVA

Technical Data

	VALUE	UNITS
SF ₆ pressure	94/0.65	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-30 to +40	degree C
High seismic capability in accordance with IEEE 693-2005		
Weight (without current transformers)	4,180/1,900	lb/kg

*Optional values available on request.



Dimensions

RATED MAX. VOLTAGE	A (IN/MM)	B (IN/MM)	C (IN/MM)	D (IN/MM)	E (IN/MM)	F (IN/MM)	G (IN/MM)	H (IN/MM)
145 kV	90/2,284	70/1,779	136/3,459	169/4,289	54/1,372	90/2,284	69/1,747	102/2,600
170 kV	90/2,366	73/1,849	146/3,719	179/4,549	54/1,372	153/3,898	74/1,881	102/2,591

Ratings

IEEE	IEC	VALUE	UNITS
Rated maximum voltage	Rated voltage	123/145/170	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability	Rated insulation level		
- dry withstand	- at power frequency, dry	260/310/365	kV
- wet withstand	- at power frequency, wet	230/275/315	kV
Rated lightning impulse withstand voltage	- at lightning impulse	550/650/750	kV
Rated chopped wave impulse voltage 2us		710/838/968	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching, and short-time carrying		104	kA
Rated capacitance switching*			
	Rated single capacitor bank breaking current	400	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	0-0.3s-C0-15s-CO	

*Ratings available upon request.

**Please contact us for special purpose, high TRV, high X/R or other rating requirements.

Gas Data

The functioning of this equipment relies upon SF₆, a fluorinated greenhouse gas.

	DT1-145 SF ₆	DT1-170 SF ₆
Average mass of gas/mixture in the equipment (kg)*	38.3	41.1
GWP ₁₀₀ of gas/mixture (CO ₂ -equivalent)	24,300	24,300
CO ₂ -eq of gas/mixture in the equipment (t _{co2-eq})*	930.7	998.7

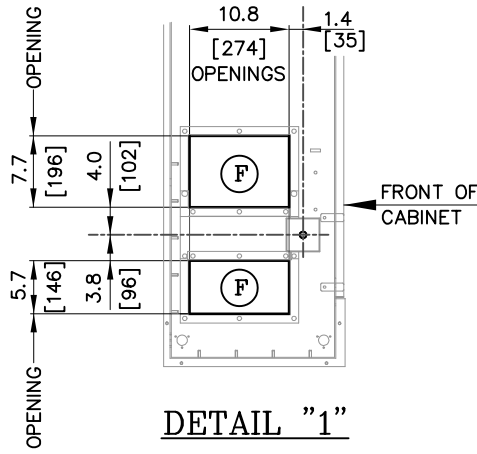
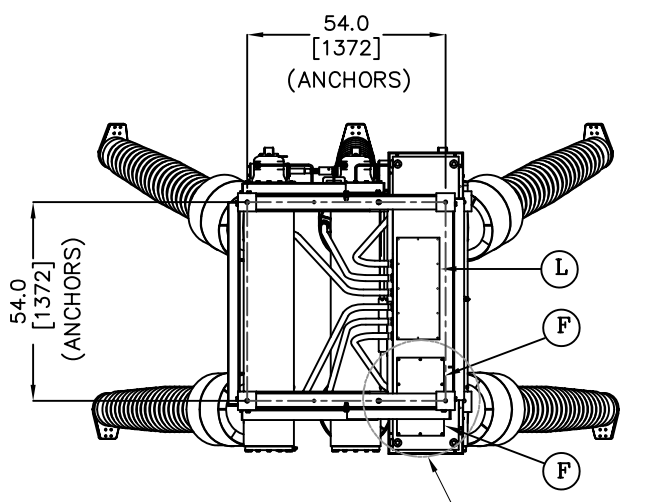
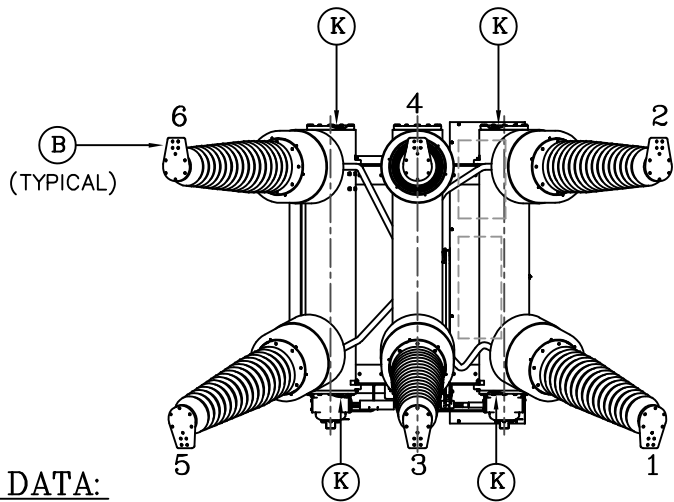
* For information purposes only. It varies depending on the equipment considered.

A

B

C

D



LEGEND:

- A1 -- MINIMUM DISTANCE FOR BUSHING REMOVAL: 28.0" (710 mm)
- A2 -- MINIMUM DISTANCE FOR INTERRUPTER REMOVAL: 85.0" (2159 mm)
- B -- NEMA 4 HOLE TERMINAL PAD
- C -- SF6 DENSITY MONITOR
- D -- SF6 FILL VALVE
- E1 -- CHARGED/DISCHARGE INDICATORS
- E2 -- OPEN/CLOSE INDICATORS & COUNTER
- F -- CABLE ENTRANCE
- G -- RATINGS NAME PLATE (EXTERNAL)
- H -- PRESSURE RELIEF DEVICE
- J -- NEMA 2 GROUND PAD (DIAMETRICALLY OPPOSED)
- K -- LIFTING LOCATIONS
- L -- MECHANISM ACCESS
- M -- BCT NAMEPLATE (INTERNAL)
- N -- EXTERNAL GFI RECEPTACLE

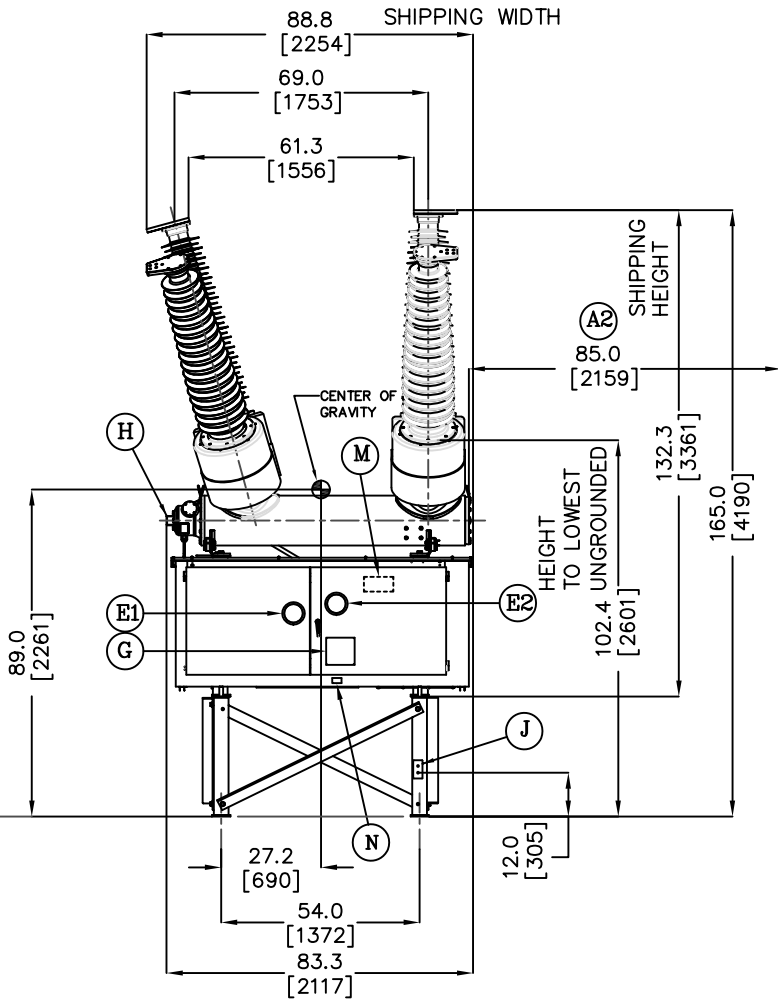
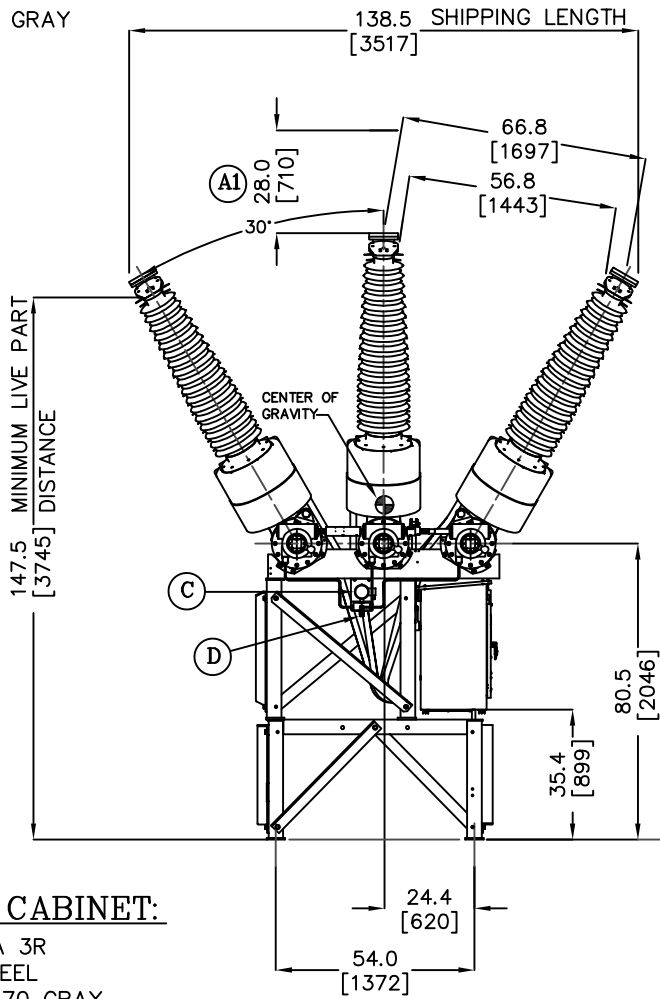
BUSHING DATA:

CREEPAGE: 177.4" (4505 mm)
STRIKE DISTANCE: 51.4" (1305 mm)
MATERIAL: COMPOSITE
COLOR: ANSI 70 GRAY

TOP VIEW

BOTTOM VIEW

DETAIL "1"
BOTTOM VIEW
(CABLE ENTRANCE OPENINGS)



3,249 lbs. (1,474 kg) -- WEIGHT OF BREAKER
76 lbs. (34 kg) -- WEIGHT OF SF6 GAS
1,740 lbs. (790 kg) -- WEIGHT OF BCTs
5,065 lbs. (2,298 kg) -- TOTAL WEIGHT OF BREAKER

TYPE:	DT1-170FK-40-F1
IMPULSE WITHSTAND:	750 kV
MAXIMUM VOLTAGE:	170 kV
INTERRUPTER CURRENT RATING:	40 kA
CURRENT RATING:	1200 A

DIMESIONS: $\frac{\text{INCHES}}{\text{mm}}$

NOTES:

- 1) FOUR (4) $\phi 3/4"$ [19 mm] ANCHOR BOLTS (ASTM A 36 OR GREATER). ANCHOR BOLTS SHOWN FOR INFORMATION ONLY. NOT INCLUDED IN GE SCOPE OF WORK.
- 2) 3.0" [76 mm] MINIMUM PROJECTION ABOVE FOUNDATION.
- 3) ANCHORING TO BE SUPPLIED BY CUSTOMER.
- 4) FOUNDATION TO BE LEVEL WITHIN 0.25" [6 mm] AT FOUR (4) BASEPLATES.
- 5) SHIM AND GROUT AS REQUIRED.
- 6) RATED SEISMIC LEVEL 0.2g OF RRS PER IEEE 693
- 7) OPERATIONAL FORCES IN ANY DIRECTION = 1112N (250 lbf)
- 8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 1250N (281 lbf)
- 9) HV TERMINAL STATIC HORIZONTAL FORCE (TRANSVERSE) = 750N (169 lbf)
- 10) HV TERMINAL STATIC VERTICAL FORCE = 1000N (225 lbf)
- 11) CENTER OF GRAVITY DIMENSIONS ARE APPROXIMATE ONLY. DIMENSIONS CAN VARY DUE TO BUSHINGS, ADDITIONAL BRACING, BCTs AND BREAKER HEIGHT.

CONTROL CABINET:

RATING: NEMA 3R
MATERIAL: STEEL
COLOR: ANSI 70 GRAY

					CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001	
REV.	DESCRIPTION	DRAWN	CHECKED	DATE	CUSTOMER EQ. No.:		ORDER No. 359556	
OUTLINE DRAWING		W. HOLT	A. LISITSA	02/22/2022	 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: M359556010	SHT 1 OF 1	
		DRAWN	CHECKED	DATE				

A

B

C

D

1

2

3

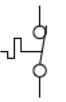
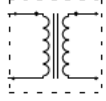
4

1

2

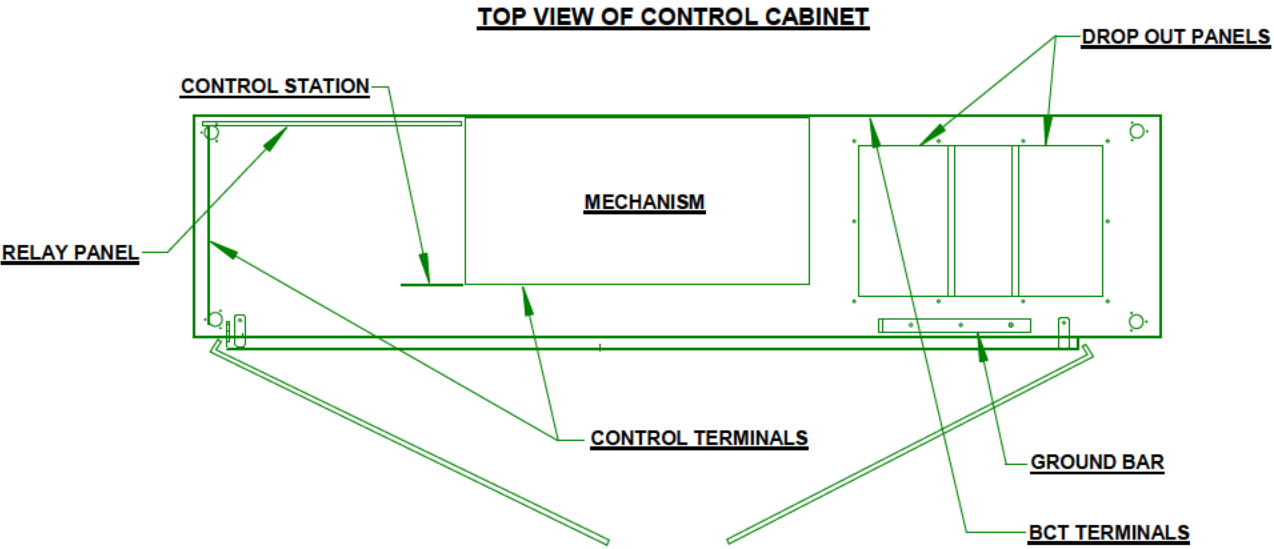
3

4

	CIRCUIT BREAKER		FUSE PULLOUT, SLUGGED
	CABINET LIGHT		INDICATOR LIGHT
	COIL		KNIFE SWITCH
	CONTACT, NORMALLY CLOSED		MOTOR
	CONTACT, NORMALLY OPEN		PUSHBUTTON
	CONNECTOR		RESISTOR/ HEATER
	DENSITY MONITOR		TERMINAL BLOCK
	DOOR SWITCH		TERMINAL BLOCK (AUXILIARY)
	FUSE BLOCK		THERMOSTAT
	FUSE BLOCK, SLUGGED		THERMAL OVERLOAD
	FUSED DISCONNECT		TOGGLE SWITCH
	FUSED DISCONNECT, SLUGGED		TRANSFORMER
	FUSE PULLOUT		

STANDARD ANSI DESIGNATIONS

01CS BREAKER CONTROL SWITCH
23 THERMOSTAT
23X HEATER CONTACTOR
27X LOSS OF POWER RELAY
30 ANNUNCIATOR
37 UNDERCURRENT ALARM
43L/R LOCAL REMOTE TRANSFER SWITCH
49 MOTOR THERMAL OVERLOAD
52a,b BREAKER AUXILIARY SWITCH
52C CLOSE PUSHBUTTON
52CC BREAKER CLOSE COIL
52T TRIP PUSHBUTTON
52TC BREAKER TRIP COIL
52X CLOSING RELAY
52Y ANTIPUMP RELAY
52-MON BREAKER CONDITION MONITOR
63G SF6 PRESSURE / DENSITY GAUGE
63GX SF6 PRESSURE / DENSITY RELAY
69 PERMISSIVE CONTROL SWITCH
69-KI KEY INTERLOCK
74CC CLOSE COIL MONITOR
74TC TRIP COIL MONITOR
79X RECLOSE DELAY RELAY
83X MOTOR TRANSFER CONTACTOR
88 MOTOR
88F MOTOR FAILURE ALARM
88LS MOTOR LIMIT SWITCH
AIL AMBER INDICATOR LIGHT
GIL GREEN INDICATOR LIGHT
HTR HEATER
RIL RED INDICATOR LIGHT



WIRING KEY

28	ES:14	ES:A1	
SOURCE PIN NUMBER	DESTINATION DEVICE DESIGNATION	DESTINATION PIN NUMBER	SECOND DESTINATION IF APPLICABLE

1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022	
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	
LEGEND			W. Holt	A. Lisitsa	02/21/2022	
			DRAWN	CHECKED	DATE	

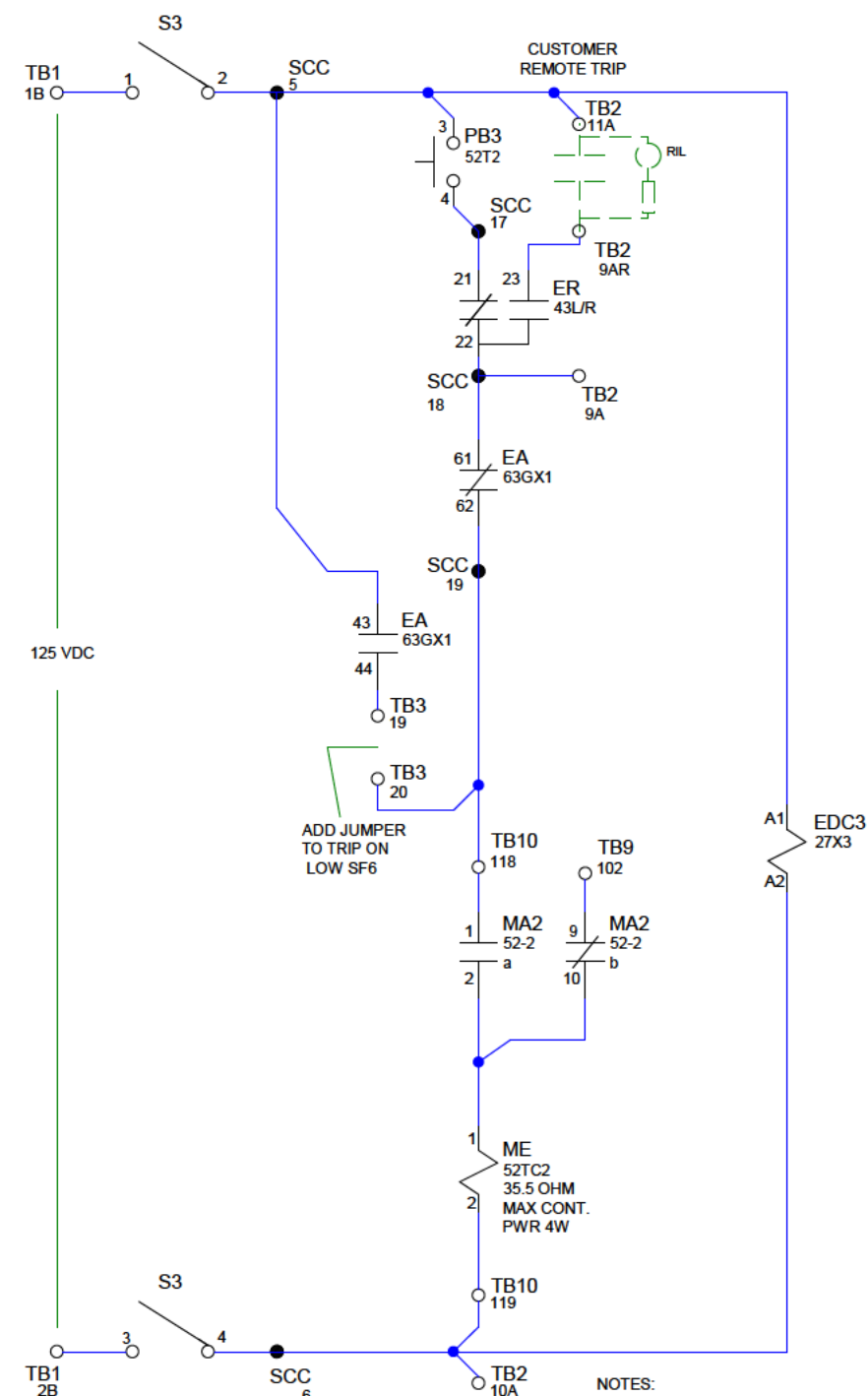
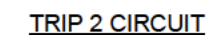
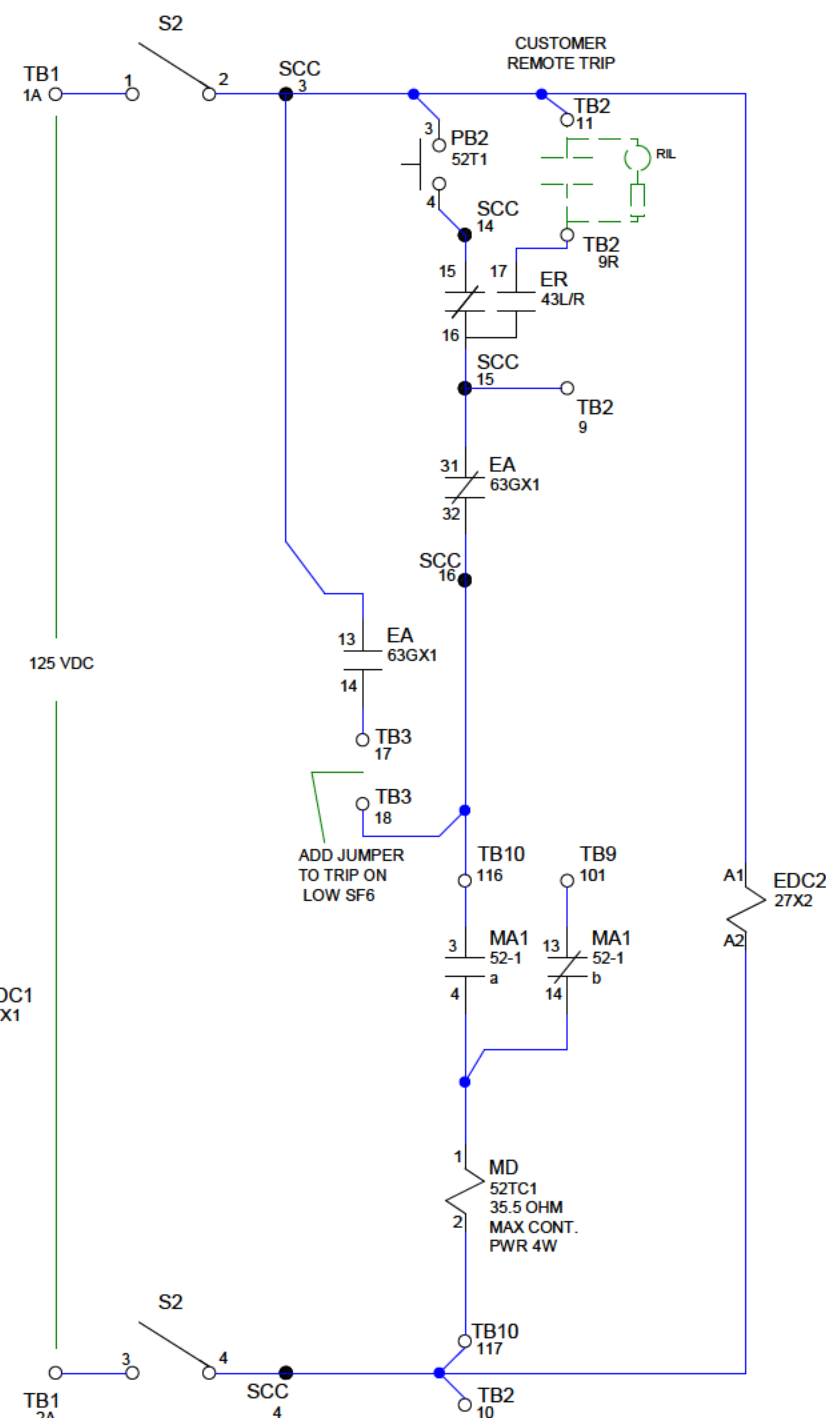
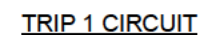
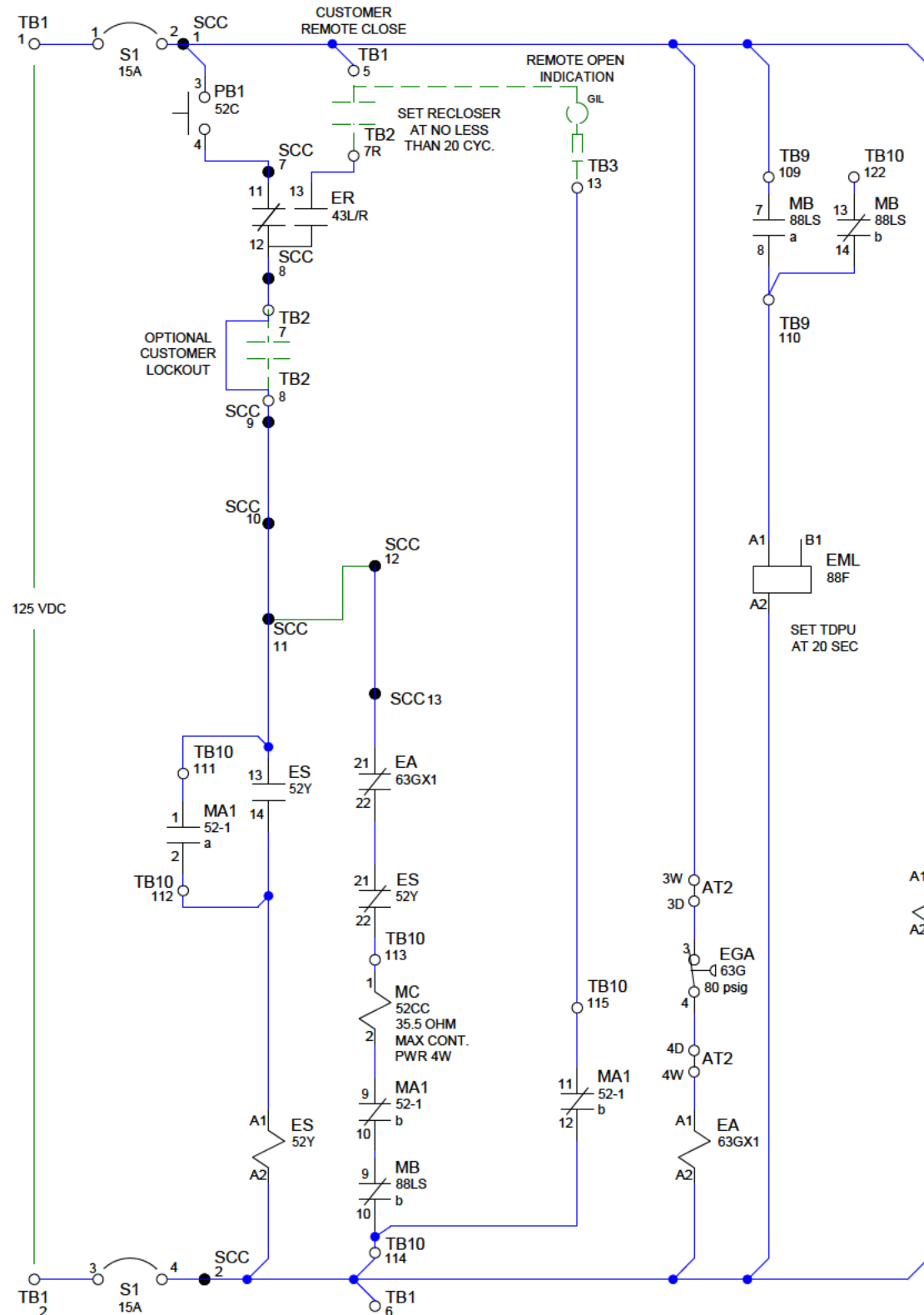
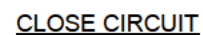
CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001			MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:			ORDER No. 359556	
 Grid Solutions One Power Lane Charleroi, PA 15022			DRAWING No.: E359556010	
			SHT 1 OF 13	

A

B

C

D



NOTES:

- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
- 2) BREAKER SHOWN IN OPEN POSITION
- 3) SF6 SHOWN AT ZERO PRESSURE
- 4) CLOSING SPRING SHOWN IN CHARGED POSITION
- 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
- 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
DC CONTROL SCHEMATIC			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

CUSTOMER:	AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.:	22200757
SUBSTATION:	SUBSTATION E
SERIAL No.:	3595560010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

CUSTOMER EQ. No.:



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 2 OF 13

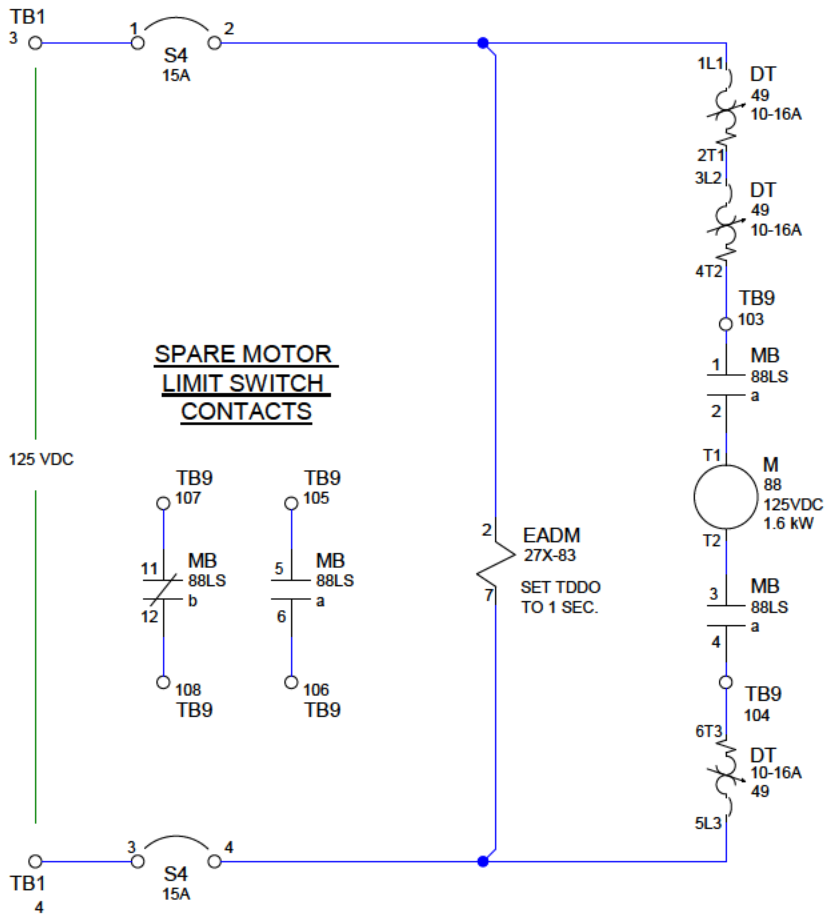
A

B

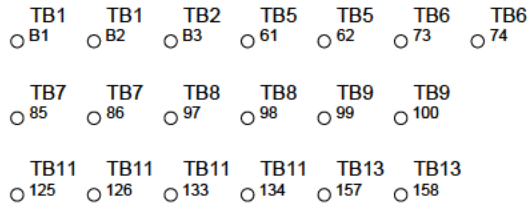
C

D

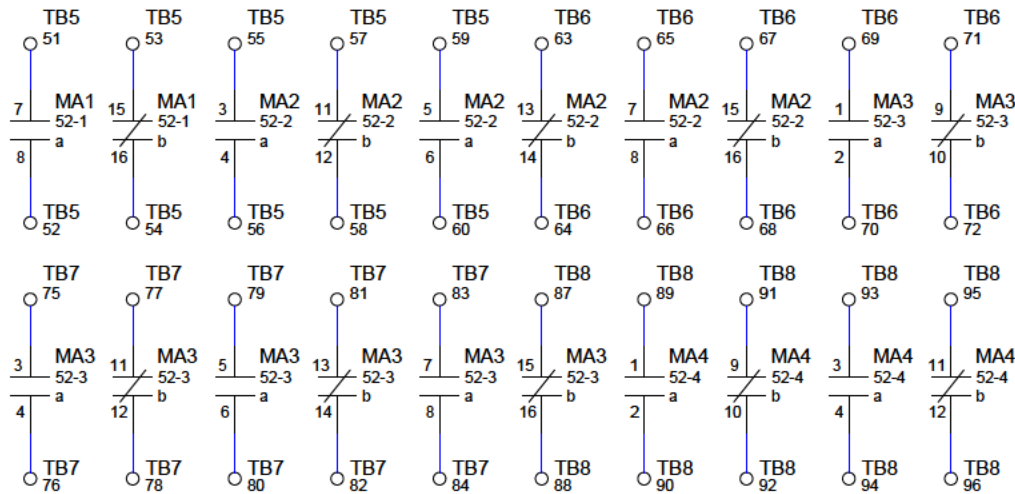
MOTOR CIRCUIT



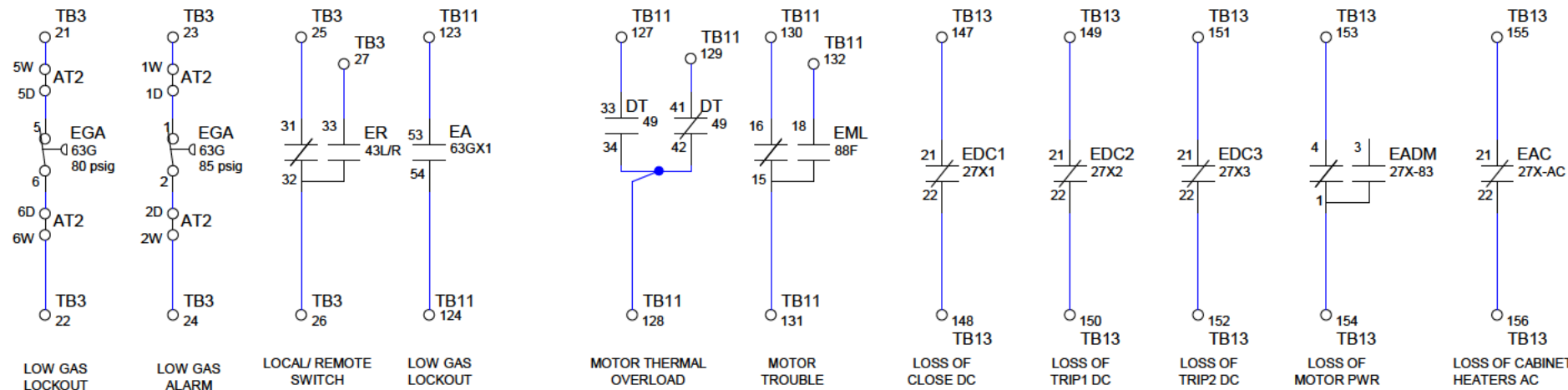
SPARE TERMINAL BLOCKS FOR CUSTOMER USE



SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



CUSTOMER ALARMS



NOTES:
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
2) BREAKER SHOWN IN OPEN POSITION
3) SF6 SHOWN AT ZERO PRESSURE
4) CLOSING SPRING SHOWN IN CHARGED POSITION
5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001				MATERIAL ID: CCDT1-170FK-F1-001	
1 Replaced control relays due to availability issues REV. DESCRIPTION				ORDER No. 359556	
MOTOR CIRCUIT AND ALARMS				SHT 3 OF 13	

A

B

C

D

A

B

C

D

1

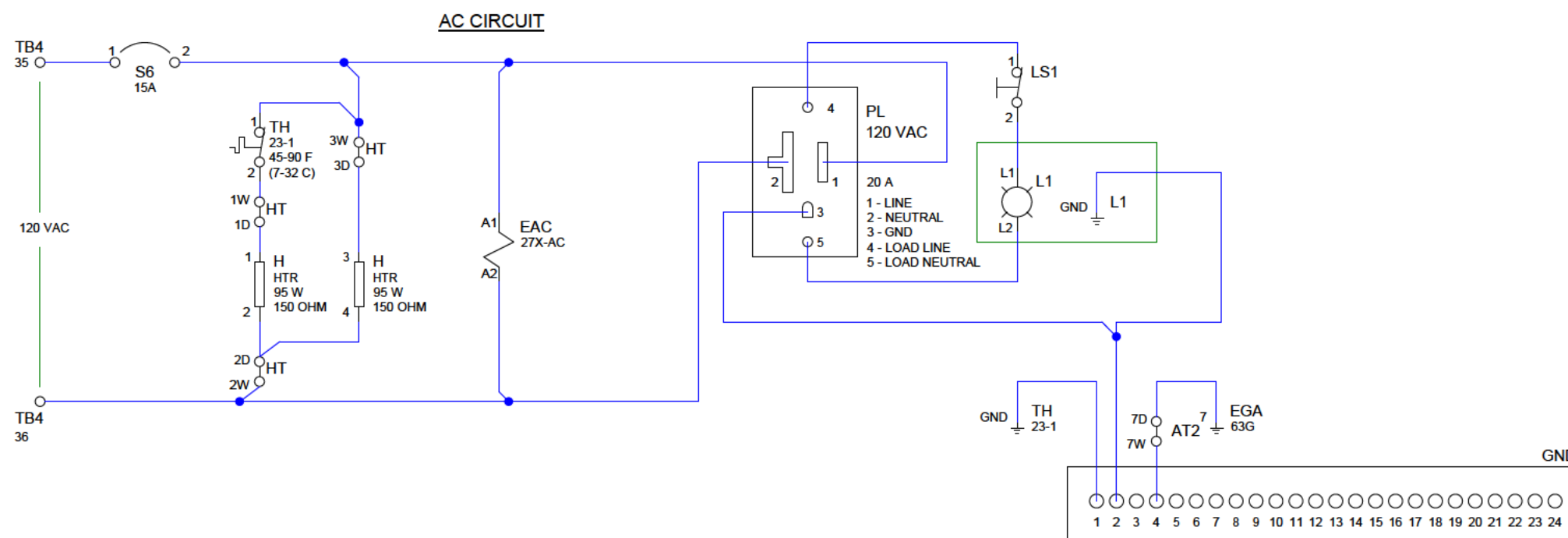
1

2

2

3

3



- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 - 2) BREAKER SHOWN IN OPEN POSITION
 - 3) SF6 SHOWN AT ZERO PRESSURE
 - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 - 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
 - 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

4

4

1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001
CUSTOMER EQ. No.:		ORDER No. 359556
	Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010
		SHT 4 OF 13

A

B

C

D

1

2

3

4

1

2

3

4

TERMINAL BLOCK WIRING

TB1	
DC PWR CLOSE	S1:1 1
DC PWR TRIP 1	S1:3 2
DC PWR TRIP 2	S2:1 1A
MOTOR POWER	S2:3 2A
CLOSE (+) BUS	S3:1 1B
CLOSE (-) BUS	S3:3 2B
SPARE	S4:1 3
	S4:3 4
	SCC:1 5
	SCC:2 6
	B1
	B2

TB11	
	123 EA:53
	124 EA:54
	125
	126
	127 DT:33
	128 DT:42
	129 DT:41
	130 EML:16
	131 EML:15
	132 EML:18
	133
	134

LOW GAS LOCKOUT
SPARE
MOTOR MCB TRIP
MOTOR TROUBLE
SPARE

TB2	
REMOTE CLOSE (BYPASS 43L/R)	SCC:8 7 TB2:8
REMOTE CLOSE	ER:13 7R
CUST INTERLOCK	SCC:9 8 TB2:7
REMOTE PROT TRIP 1	SCC:15 9
REMOTE TRIP 1	ER:17 9R
REMOTE PROT TRIP 2	SCC:18 9A
REMOTE TRIP 2	ER:23 9AR
TRIP 1 (-) BUS	SCC:4 10
TRIP 2 (-) BUS	SCC:6 10A
TRIP 1 (+) BUS	SCC:3 11
TRIP 2 (+) BUS	SCC:5 11A
SPARE	B3

CUST CLOSE INTERLOCK

TB3	
REMOTE OPEN INDICATION	TB10:115 13
TRIP ON LOW SF6	EA:14 17
TRIP ON LOW SF6	SCC:16 18
TRIP ON LOW SF6	EA:44 19
TRIP ON LOW SF6	SCC:19 20
LOW SF6 GAS LOCKOUT	AT2:5W 21
LOW SF6 GAS LOCKOUT	AT2:6W 22
LOW SF6 GAS ALARM	AT2:1W 23
LOW SF6 GAS ALARM	AT2:2W 24
LOCAL REMOTE SWITCH	ER:31 25
LOCAL REMOTE SWITCH	ER:32 26
LOCAL REMOTE SWITCH	ER:33 27

TB13	
	147 EDC1:21
	148 EDC1:22
	149 EDC2:21
	150 EDC2:22
	151 EDC3:21
	152 EDC3:22
	153 EADM:4
	154 EADM:1
	155 EAC:21
	156 EAC:22
	157
	158

LOSS OF CLOSE DC
LOSS OF TRIP1 DC
LOSS OF TRIP2 DC
LOSS OF MOTOR PWR
LOSS OF CABINET HEATERS AC
SPARE

TB4	
SPARE	31
SPARE	32
SPARE	33
SPARE	34
CAB HTR AUX PWR	S6:1 35
CAB HTR AUX PWR	HT:2W,PL:2 36

TB10	
SPRING STATUS - FORM C USED IN CIRCUIT	122 MB:13
	121
	120
	119 SCC:6
	118 SCC:19
	117 SCC:4
	116 SCC:16
	115 TB3:13
	114 SCC:2
	113 ES:22
	112 ES:14
	111 ES:13

TB7	
	86
	85 MA3:8
	84 MA3:7
	83 MA3:14
	82 MA3:13
	81 MA3:6
	80 MA3:5
	79 MA3:12
	78 MA3:11
	77 MA3:4
	76 MA3:3
	75

SPARE
52a
52b
52a
52b
52a
52a

TB9	
SPRING STATUS - FORM C USED IN CIRCUIT	110 EML:A1
	109 SCC:1
	108
	107
	106
	105
	104 DT:6T3
	103 DT:4T2
	102
	101
	100
	99

TB6	
	74
	73 MA3:10
	72 MA3:9
	71 MA3:2
	70 MA3:1
	69 MA2:16
	68 MA2:15
	67 MA2:8
	66 MA2:7
	65 MA2:14
	64
	63 MA2:13

SPARE
52b
52a
52b
52b
52a
52b

TB8	
	98
	97
	96 MA4:12
	95 MA4:11
	94 MA4:4
	93 MA4:3
	92 MA4:10
	91 MA4:9
	90 MA4:2
	89 MA4:1
	88 MA3:16
	87 MA3:15

TB5	
	62
	61
	60 MA2:6
	59 MA2:5
	58 MA2:12
	57 MA2:11
	56 MA2:4
	55 MA2:3
	54 MA1:16
	53 MA1:15
	52 MA1:8
	51 MA1:7

- NOTES:
1) DC WIRING TO BE 14GA GRAY SIS VW1
2) AC WIRING TO BE 12GA GRAY SIS VW1
3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
TERMINAL BLOCK WIRING DIAGRAM			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

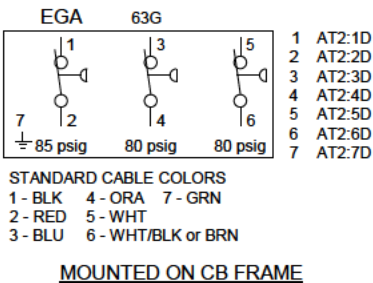
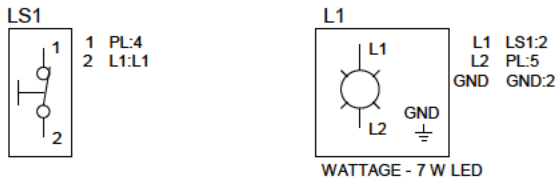
CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001
CUSTOMER EQ. No.:		ORDER No. 359556
 Grid Solutions One Power Lane Charleroi, PA 15022		DRAWING No.: E359556010 SHT 5 OF 13

A

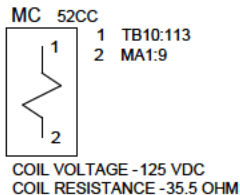
B

C

D

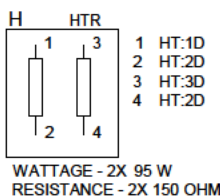
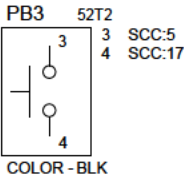
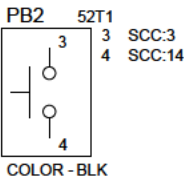
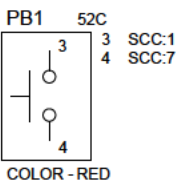
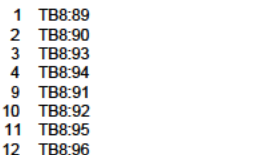
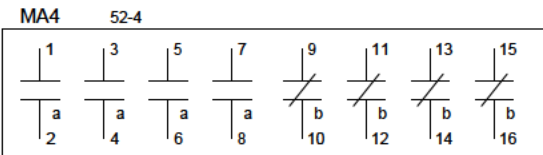
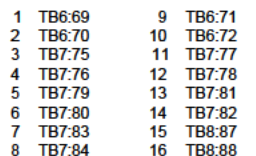
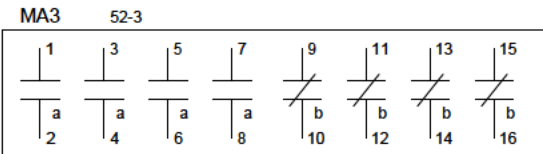
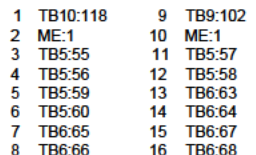
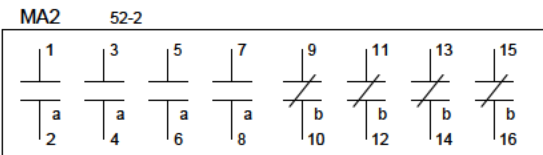
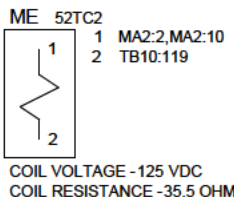
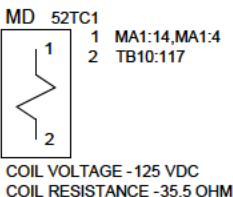
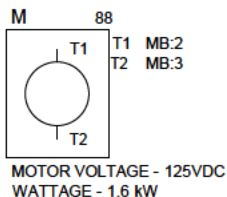
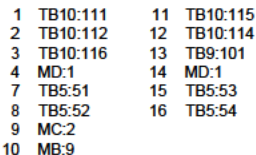
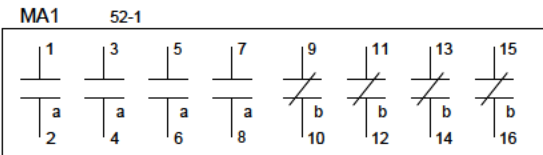
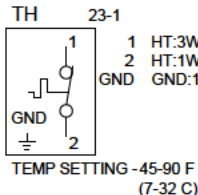
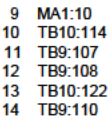
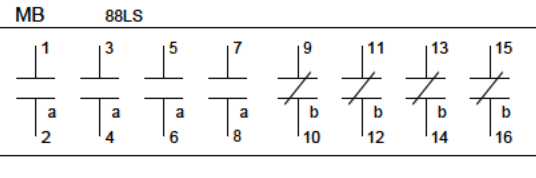


MECHANISM WIRING

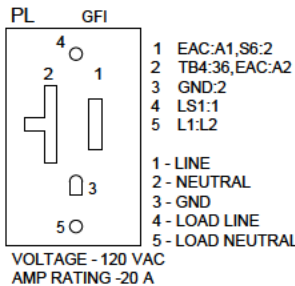
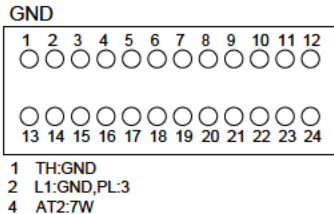


CONTROL STATION

DECK	CONTACTS FRONT END	SWITCH POSITION	
		LOCAL	REMOTE
1	12	X	
	13		X
	16	X	X
2	22	X	
	23		X
	26	X	X
3	32	X	
	33		X
	36	X	X



HT			
H:1	1D	1W	TH:2
H:4,H:2	2D	2W	TB4:36
H:3	3D	3W	S6:2,TH:1
	4D	4W	
	5D	5W	
	6D	6W	



- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
 - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
MECHANISM AND CONTROL STATION WIRING DIAGRAM			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:		ORDER No. 359556	
Grid Solutions One Power Lane Charleroi, PA 15022		DRAWING No.: E359556010	
		SHT 6 OF 13	

A

B

C

D

1

2

3

4

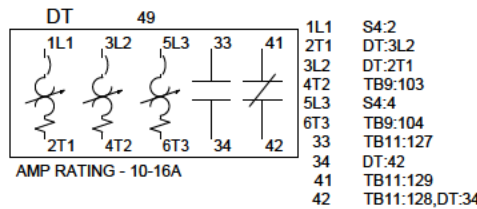
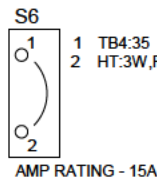
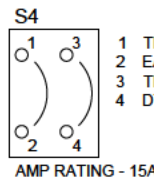
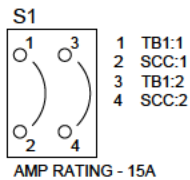
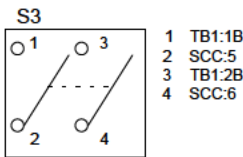
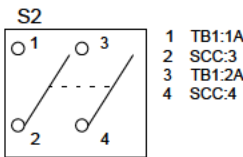
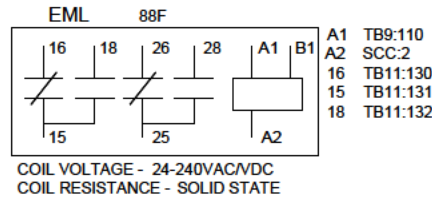
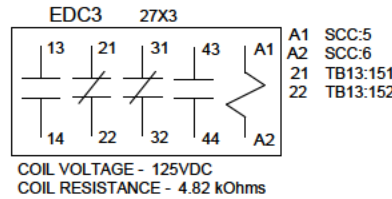
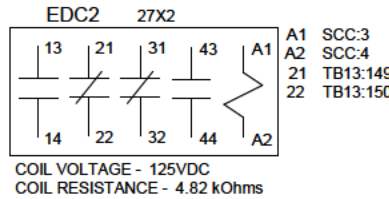
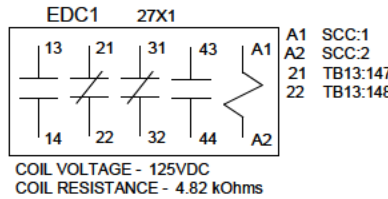
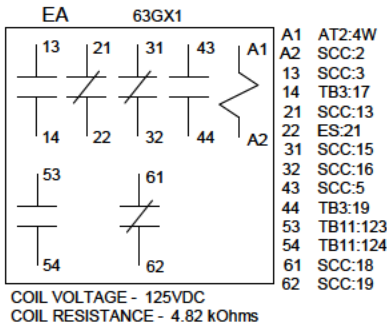
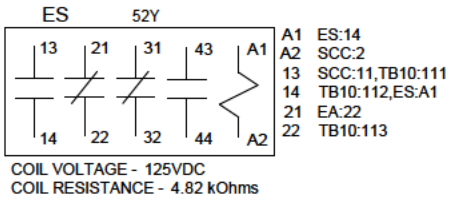
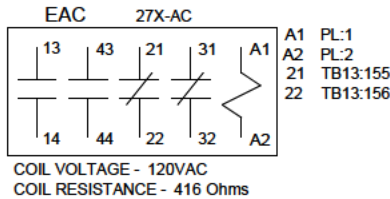
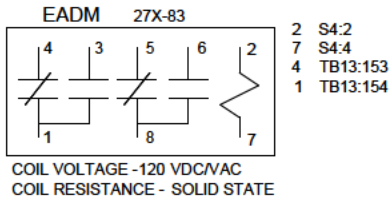
1

2

3

4

SCC	1	PB1:3,AT2:3W,EDC1:A1,TB9:108,TB1:5,S1:2
	2	EDC1:A2,TB10:114,TB1:6,EA:A2,EML:A2,ES:A2,S1:4
	3	EA:13,PB2:3,EDC2:A1,TB2:11,S2:2
	4	TB10:117,TB2:10,EDC2:A2,S2:4
	5	EA:43,PB3:3,EDC3:A1,TB2:11A,S3:2
	6	TB2:10A,TB10:119,EDC3:A2,S3:4
	7	ER:11,PB1:4
	8	TB2:7,ER:12
	9	SCC:10,TB2:8
	10	SCC:11,SCC:9
	11	ES:13,SCC:10
	12	SCC:13
	13	EA:21,SCC:12
	14	PB2:4,ER:15
	15	TB2:9,ER:16,EA:31
	16	EA:32,TB3:18,TB10:116
	17	PB3:4,ER:21
	18	EA:61,TB2:9A,ER:22
	19	TB3:20,TB10:118,EA:62



AT2			
TB3:23	1W	1D	EGA:1
TB3:24	2W	2D	EGA:2
SCC:1	3W	3D	EGA:3
EA:A1	4W	4D	EGA:4
TB3:21	5W	5D	EGA:5
TB3:22	6W	6D	EGA:6
GND:4	7W	7D	EGA:7

- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
 - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001
								ORDER No. 359556
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022			
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:		
RELAY PANEL WIRING DIAGRAM			W. Holt	A. Lisitsa	02/21/2022		Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010
			DRAWN	CHECKED	DATE			

A

B

C

D

1

2

3

4

1

2

3

4

ITEM	QTY	SAP #	MFR #	MFR	DESCRIPTION	DEVICE ID
001	002	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB11, TB13
002	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB1, TB2, TB3
003	001	CC410504-019	EB25B06	GENERAL ELECTRIC	TERMINAL BLOCK 6PT	TB4
004	012	CC410504-003	EB27B06S	GENERAL ELECTRIC	TERMINAL BLOCK 6PT, SHORTING	2Y, 3X, 3Y, 4X, 4Y, 5X, 5Y, 6X, 6Y, 1X, 1Y, 2X
005	001	CC410629-011	24203D 10D2L24A	ELECTROSWITCH	CONTROL SWITCH, LOCAL/REMOTE 3 STAGE	ER
006	001	CC410632-019	1-410-632-P19	GRID SOLUTIONS	CABINET LIGHT	L1
007	001	CC417123-001	E69-30A	CHERRY	DOOR SWITCH, 10A, 125/250VAC	LS1
008	001	CC410634-009	TSA901	ELECTROMODE	ADJUSTABLE THERMOSTAT 45-90F (7-32C)	TH
009	002	CC410635-009	202-AW	STATES	KNIFE SWITCH 2 POLE	S2, S3
010	001	CC410640-101	TP7018	THEPITT	RECEPTACLE, ENCLOSURE	TH
011	001	CC410640-019	IH3-1	THOMAS & BETTS / RED DOT	RECEPTACLE, ENCLOSURE	PL
012	001	CC410640-031	BWFFG-1BCV	HUBBELL	RECEPTACLE, WEATHERPROOF COVER	PL
013	001	CC410640-005	GF5352A	HUBBELL	RECEPTACLE, GFI, 120VAC, 20A, NEMA 5-20R	PL
014	010	CC410641-073	CLIPFIX35-5	PHOENIX	END CLAMP	END10, END33, END34, END35, END36, END37, END38
000	000					END39, END40, END41
015	001	CC410749-206	CS8-22Z-120	SPRECHER + SCHUH	CONTROL RELAY 2NO 2NC (120 VAC)	EAC
016	001	CC410749-091	PF083A	UNIVERSAL ELECTRONIC	RELAY SOCKET, 8 PIN, FOR USE WITH CLIP	EADM
017	002	CC410749-093	100054275	DIVERSIFIED	RETAINER CLIP FOR P91 BASE, BASE TYPE	EADM, EADM
018	001	CC413999-004	CIR409NYXX 120VAC	CHROMALOX	ANTICONDENSATION HEATER ASSY 120VAC	H
019	001	CC416206-004	1-416-206-P4	GRID SOLUTIONS	TERMINAL BLOCK COVER AUX 6PT	8
020	001	CC416868-001	1-416-868-P1	GRID SOLUTIONS	PUSH BUTTON / IND LITE BRACKET	17
021	001	CC416868-002	1-416-868-P2	GRID SOLUTIONS	CONTROL SWITCH BRACKET	18
022	001	CC417056-001	1-417-056-P1	GRID SOLUTIONS	SWITCH BRACKET	LS1
023	001	CC417294-006	1-417-294-G6	GRID SOLUTIONS	SPRING CHARGE MOTOR FOR FK3-1/131 MECHANISM	M
024	001	CC990024-008	2-990-024-P8	WIKA	DENSITY MONITOR (98.6,85,80) PSIG-BAR SCALE - PURE SF6	EGA
025	001	CC990035-001	2-990-035-P1	GRID SOLUTIONS	MECHANISM PANEL	PAN11
026	001	CC990156-003	2-990-156-P3	GRID SOLUTIONS	DT72.5 RELAY PANEL, VERSION 3	PAN17
027	004	CC991268-001	2-991-268-P1	GRID SOLUTIONS	6PT TB MOUNTING STRIP-NEW	PAN12, PAN13, PAN14, PAN15
028	001	CC410748-001	TB206	BUSSMANN	AUX. TERMINAL BLOCK, 6 PT	HT
029	001	CC410748-003	TB207	BUSSMANN	AUX. TERMINAL BLOCK, 7 PT	AT2
030	001	CC410749-401BR	300-C16N22ZD	C3CONTROLS	CONTROL RELAY 3NO 3NC (125 VDC)	EA
031	004	CC410749-401BR	300-C16N22ZD	C3CONTROLS	CONTROL RELAY 2NO 2NC (125 VDC)	EDC1, EDC2, EDC3, ES
032	001	CC410749-422	300-CFA11	C3CONTROLS	AUXILIARY CONTACT 1NO 1NC	EA
033	001	CC411123-011	TR-60622-E-480	MACROMATIC	TIME DELAY RELAY 2 FORM "C" / 120 VDC/VAC	EADM
034	002	CC412198-060	2907594	PHOENIX CONTACT	MINIATURE CIRCUIT BREAKER, 2 POLE 15A	S1, S4
035	001	CC412198-063	2907571	PHOENIX CONTACT	MINIATURE CIRCUIT BREAKER, 1 POLE 15A	S6
036	003	CC413166-023	WNO SER B	C3CONTROLS	PUSH BUTTON NO CONTACT, SER B	PB2, PB3, PB1
037	002	CC413166-025	W22PB-FK SER B	C3CONTROLS	PUSH BUTTON, BLK, 1NO	PB2, PB3
038	001	CC413166-026	W22PB-FR SER B	C3CONTROLS	PUSH BUTTON, RED, 1NO	PB1
039	001	CC413652-201	ETD-SL-1T-DTF	PHOENIX CONTACT	TIME DELAY RELAY, 2 FORM "C", 24-240VAC/VDC	EML
040	001	CC417125-005	BPA15/CL/DW/500/LED	FEIT ELECTRIC	LIGHT BULB 7W/120VAC, LED, CUL	L1
041	001	CC966188-202	330-T25S2U16	C3CONTROLS	MOTOR CIRCUIT CONTROLLER, 10-16A	DT
042	001	CC966188-204	330-SA11S25	C3CONTROLS	AUX CONTACT FOR MOTOR CIRCUIT CONTROLLER	DT
043	001		GROUND_BAR	GRID SOLUTIONS	GROUND BAR, 24PT	GND
044	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB5, TB6, TB7
045	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB10, TB8, TB9
046	003	CC49.102.110-20	49.102.110-20	GRID SOLUTIONS	COIL (125 VDC)	MC, MD, ME
047	005	CC49.105.100-01	49.105.100-01	GRID SOLUTIONS	AUXILIARY SWITCH FK3-X	MA1, MA2, MA3, MA4, MB
048	001	CC417925-002	1-417-925-G2	GRID SOLUTIONS	STANDARD CIRCUIT CONNECTOR	SCC

						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001		
								ORDER No. 359556		
1	Replaced control relays due to availability issues		226888915	N. BUZZARD	W. HOLT	05/31/2022				
REV.	DESCRIPTION		ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:			
BILL OF MATERIALS				W. Holt	A. Lisitsa	02/21/2022		Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010	SHT 9 OF 13
				DRAWN	CHECKED	DATE				

A

B

C

D

A

B

C

D

BCT WIRING

1X			1Y		
1X-X1	1X1			1Y1	1Y-X1
1X-X2	1X2			1Y2	1Y-X2
1X-X3	1X3			1Y3	1Y-X3
1X-X4	1X4			1Y4	1Y-X4
1X-X5	1X5			1Y5	1Y-X5
GND	GND			GND	GND

3X			3Y		
3X-X1	3X1			3Y1	3Y-X1
3X-X2	3X2			3Y2	3Y-X2
3X-X3	3X3			3Y3	3Y-X3
3X-X4	3X4			3Y4	3Y-X4
3X-X5	3X5			3Y5	3Y-X5
GND	GND			GND	GND

5X			5Y		
5X-X1	5X1			5Y1	5Y-X1
5X-X2	5X2			5Y2	5Y-X2
5X-X3	5X3			5Y3	5Y-X3
5X-X4	5X4			5Y4	5Y-X4
5X-X5	5X5			5Y5	5Y-X5
GND	GND			GND	GND

2X			2Y		
2X-X1	2X1			2Y1	2Y-X1
2X-X2	2X2			2Y2	2Y-X2
2X-X3	2X3			2Y3	2Y-X3
2X-X4	2X4			2Y4	2Y-X4
2X-X5	2X5			2Y5	2Y-X5
GND	GND			GND	GND

4X			4Y		
4X-X1	4X1			4Y1	4Y-X1
4X-X2	4X2			4Y2	4Y-X2
4X-X3	4X3			4Y3	4Y-X3
4X-X4	4X4			4Y4	4Y-X4
4X-X5	4X5			4Y5	4Y-X5
GND	GND			GND	GND

6X			6Y		
6X-X1	6X1			6Y1	6Y-X1
6X-X2	6X2			6Y2	6Y-X2
6X-X3	6X3			6Y3	6Y-X3
6X-X4	6X4			6Y4	6Y-X4
6X-X5	6X5			6Y5	6Y-X5
GND	GND			GND	GND

- CT WIRING NOTES:
- 1) LEADS TO BE TERMINATED WITH INSULATED TYPE LUGS.
 - 2) ALL CT LEADS ARE TO BE SHORTED BEFORE SHIPMENT. IF TERMINAL BLOCKS ARE NOT EQUIPPED WITH INTEGRATED SHORTING BARS - SHORTING TO BE ACCOMPLISHED WITH 10GA GRAY SIS VW1 WIRE JUMPERS. WHT-BLK-GND.
(IF LEADS ARE NOT COLOR CODED SHORT THE FIRST LEAD-THE LAST LEAD-GROUND)
 - 3) ALL BCT LEADS ARE 10GA WIRE.
 - 4) ALL GROUND WIRES ARE 10GA GREEN SIS WIRE.

BCT NAMEPLATE

56

34

12

CT MFR: GENERAL ELECTRIC

BUSHING	1	2	3	4	5	6
UPPER	X	X	X	X	X	X
LOWER	Y	Y	Y	Y	Y	Y

X1 X2 X3 X4 X5

RATIO: 1200:5MR
ACCURACY: C800@1200:5
FREQUENCY: 60Hz
RATING FACTOR: 2.0
ID #: CC417048-10015G
POSITION: 1X ~ 6X, 1Y ~ 6Y

X2-X3	100:5
X1-X2	200:5
X1-X3	300:5
X4-X5	400:5
X3-X4	500:5
X2-X4	600:5
X1-X4	800:5
X3-X5	900:5
X2-X5	1000:5
X1-X5	1200:5

- BCT NAMEPLATE NOTES:
- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
 - 2) NAMEPLATE LOCATION: INTERNAL
 - 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P3/4.
 - 4) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22200757
SUBSTATION: SUBSTATION E
SERIAL No.: 3595560010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

1 Replaced control relays due to availability issues
REV. DESCRIPTION

226888915
ECN NO.

N. BUZZARD
DRAWN BY

W. HOLT
CHECKED

05/31/2022
DATE

CUSTOMER EQ. No.:

BCT WIRING DIAGRAM & NAMEPLATE

W. Holt
DRAWN

A. Lisitsa
CHECKED

02/21/2022
DATE

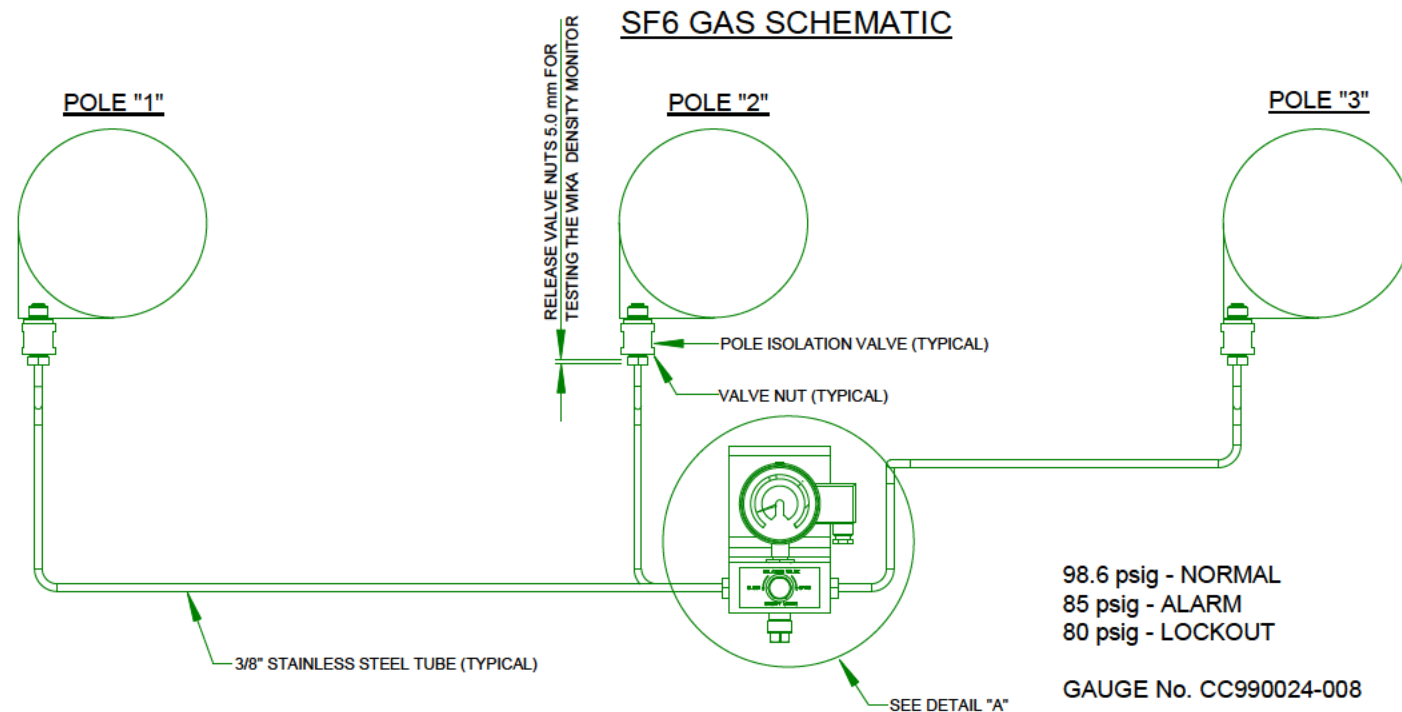


Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 10 OF 13

SF6 GAS SCHEMATIC



RATINGS NAMEPLATE

	<u>TYPE:</u> DT1-170FK-40-F1 <u>SERIAL NUMBER:</u> <u>MANUFACTURE DATE:</u>	<u>CUSTOMER P.O.:</u> 22200757 <u>ORDER NUMBER:</u> 359556 <u>PARTS LIST No.:</u> 359556-010 <u>WIRING DIAGRAM:</u> E359556010 <u>INSTRUCTION BOOK No.:</u> IB-DT12FK
<u>RATED MAXIMUM VOLTAGE</u> 170 kV	<u>RATED INTERRUPTING TIME</u> 3.0 CYCLES	<u>SF6 PRESSURE (@ 20° C / 68° F)</u> <u>RELATIVE PRESSURE</u>
<u>RATED VOLTAGE RANGE FACTOR (K)</u> 1.0	<u>RATED SHORT CIRCUIT CURRENT</u> -TERMINAL FAULT 40 kA	-NORMAL OPERATING PRESSURE 98.6 psi
<u>RATED FREQUENCY</u> 60 Hz	-90% SLF WITH 0nFL_g CAPACITANCE (WITHIN 100m) 40 kA	-LOW PRESSURE ALARM 85 psig
<u>DUTY CYCLE</u> 0-0.3s-CO-15s-CO	-FIRST-POLE-TO-CLEAR FACTOR 1.3	-MINIMUM PRESSURE 80 psig
<u>RATED CONTINUOUS CURRENT</u> 1200 A	<u>TEMPERATURE RANGE</u> -30° C to +50° C	<u>WEIGHT OF GAS</u> 76 lbs
<u>CAPACITANCE CURRENT SWITCHING</u> -VOLTAGE FACTOR 1.2 -LINE CHARGING 160 A -ISOLATED BANK 400 A -BACK-TO-BACK 400 A -INRUSH PEAK 20 kA -INRUSH FREQUENCY 4250 Hz	<u>SHORT CIRCUIT CURRENT WITHSTAND DURATION</u> 3s <u>% DC COMPONENT</u> 51% <u>FULL WAVE IMPULSE WITHSTAND</u> 750 kV	<u>TOTAL WEIGHT</u> 5,065 lbs <u>MECHANISM TYPE</u> FK3-1/131 SPRING <u>CONTROL VOLTAGE</u> -CLOSING 125VDC, 3.5A -TRIPPING (EACH) 125VDC, 3.5A -MOTOR 125VDC, 1.6kW -SPACE HEATER 120VAC, 190W
<u>OUT-OF-PHASE SWITCHING</u> 10 kA	<u>SWITCHING IMPULSE WITHSTAND</u> -TERMINAL-TO-GROUND N/A -TERMINAL-TO-TERMINAL N/A	
ONE POWER LANE CHARLEROI, PA 15022 DESIGNED AND MANUFACTURED IN USA GRID SOLUTIONS		

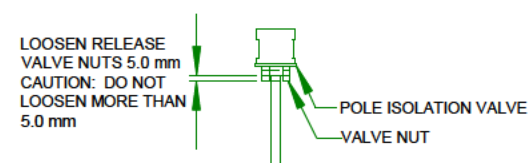
RATINGS NAMEPLATE NOTES:

- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
- 2) NAMEPLATE LOCATION: EXTERNAL
- 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P1/P2
- 4) MANUFACTURE DATE AND SERIAL NUMBER ARE TO BE FILLED IN BY NAMEPLATE VENDOR PRIOR TO ENGRAVING
- 5) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

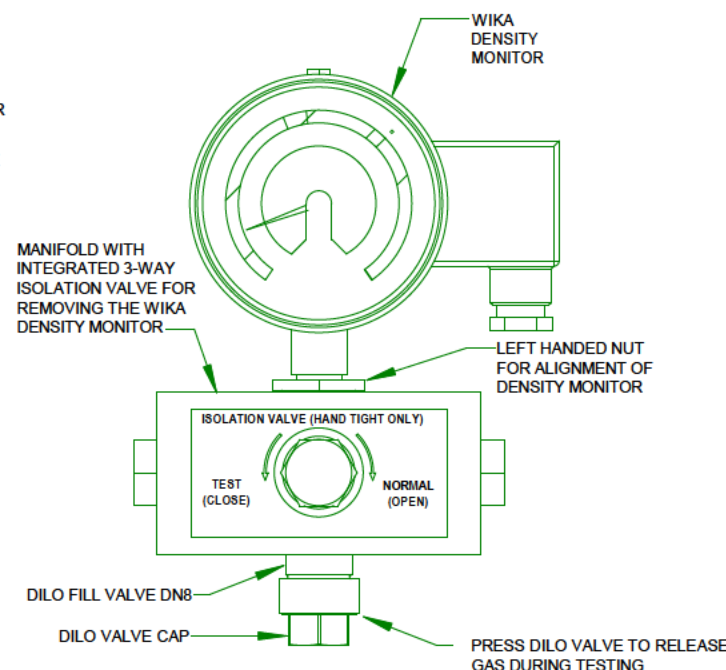
FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL



DETAIL "A"



NOTES:

- 1) ALL TUBING IS 3/8" STAINLESS.
- 2) GAS SAMPLING CAN BE DONE THROUGH FILL VALVE.
- 3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
- 4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING

						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID:	
								CCDT1-170FK-F1-001	
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022				
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:		ORDER No. 359556	
RATINGS NAMEPLATE - GAS SCHEMATIC			W. Holt	A. Lisitsa	02/21/2022	 Grid Solutions One Power Lane Charleroi, PA 15022		DRAWING No.: E359556010	
			DRAWN	CHECKED	DATE				
								SHT 11 OF 13	

A

B

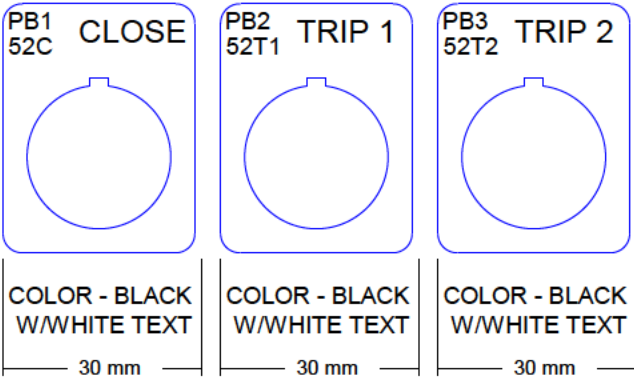
C

D

DEVICE TAGS

AT2 •	EA • 63GX1	DT • 49	ES • 52Y	H • 2X95 W	HT •	L1 • 7 W LED
LS1 •	M • 88	MA1 • 52-1	MA2 • 52-2	MA3 • 52-3	MA4 • 52-4	MB • 88LS
MC • 52CC	MD • 52TC1	ME • 52TC2	PL • GFI	S1 • 15A	S2 • 30 AMP	S3 • 30 AMP
S4 • 15A	S6 • 15A	TH • 23-1	EML • 88F	ER • 43L/R	EADM • 27X-83	EDC1 • 27X1
EDC2 • 27X2	EDC3 • 27X3	EAC • 27X-AC				

DEVICE TAG NOTES:
1) TAG MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) TAG DIMENSIONS AS PER FABRICATION
DRAWING 1_417_376_P1.



TERMINAL BLOCK MARKER STRIPS

TB1 1 ○	TB2 7 ○	TB3 13 ○	TB5 51 ○	TB6 63 ○	TB7 75 ○	TB8 87 ○	TB9 99 ○	TB10 111 ○	TB11 123 ○	TB13 147 ○
2 ○	7R ○	17 ○	52 ○	64 ○	76 ○	88 ○	100 ○	112 ○	124 ○	148 ○
1A ○	8 ○	18 ○	53 ○	65 ○	77 ○	89 ○	101 ○	113 ○	125 ○	149 ○
2A ○	9 ○	19 ○	54 ○	66 ○	78 ○	90 ○	102 ○	114 ○	126 ○	150 ○
1B ○	9R ○	20 ○	55 ○	67 ○	79 ○	91 ○	103 ○	115 ○	127 ○	151 ○
2B ○	9A ○	21 ○	56 ○	68 ○	80 ○	92 ○	104 ○	116 ○	128 ○	152 ○
3 ○	9AR ○	22 ○	57 ○	69 ○	81 ○	93 ○	105 ○	117 ○	129 ○	153 ○
4 ○	10 ○	23 ○	58 ○	70 ○	82 ○	94 ○	106 ○	118 ○	130 ○	154 ○
5 ○	10A ○	24 ○	59 ○	71 ○	83 ○	95 ○	107 ○	119 ○	131 ○	155 ○
6 ○	11 ○	25 ○	60 ○	72 ○	84 ○	96 ○	108 ○	120 ○	132 ○	156 ○
B1 ○	11A ○	26 ○	61 ○	73 ○	85 ○	97 ○	109 ○	121 ○	133 ○	157 ○
B2 ○	B3 ○	27 ○	62 ○	74 ○	86 ○	98 ○	110 ○	122 ○	134 ○	158 ○
P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4

TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#S FOR EACH STRIP)

BCT TERMINAL BLOCK MARKER STRIPS

1X 1X1 ○	2X 2X1 ○	3X 3X1 ○	4X 4X1 ○	5X 5X1 ○	6X 6X1 ○
1X2 ○	2X2 ○	3X2 ○	4X2 ○	5X2 ○	6X2 ○
1X3 ○	2X3 ○	3X3 ○	4X3 ○	5X3 ○	6X3 ○
1X4 ○	2X4 ○	3X4 ○	4X4 ○	5X4 ○	6X4 ○
1X5 ○	2X5 ○	3X5 ○	4X5 ○	5X5 ○	6X5 ○
GND ○	GND ○	GND ○	GND ○	GND ○	GND ○
P8	P8	P8	P8	P8	P8
1Y 1Y1 ○	2Y 2Y1 ○	3Y 3Y1 ○	4Y 4Y1 ○	5Y 5Y1 ○	6Y 6Y1 ○
1Y2 ○	2Y2 ○	3Y2 ○	4Y2 ○	5Y2 ○	6Y2 ○
1Y3 ○	2Y3 ○	3Y3 ○	4Y3 ○	5Y3 ○	6Y3 ○
1Y4 ○	2Y4 ○	3Y4 ○	4Y4 ○	5Y4 ○	6Y4 ○
1Y5 ○	2Y5 ○	3Y5 ○	4Y5 ○	5Y5 ○	6Y5 ○
GND ○	GND ○	GND ○	GND ○	GND ○	GND ○
P8	P8	P8	P8	P8	P8

BCT TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#S FOR EACH STRIP)

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22200757
SUBSTATION: SUBSTATION E
SERIAL No.: 3595560010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

DEVICE TAGS

W. Holt
DRAWN
A. Lisitsa
CHECKED
DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

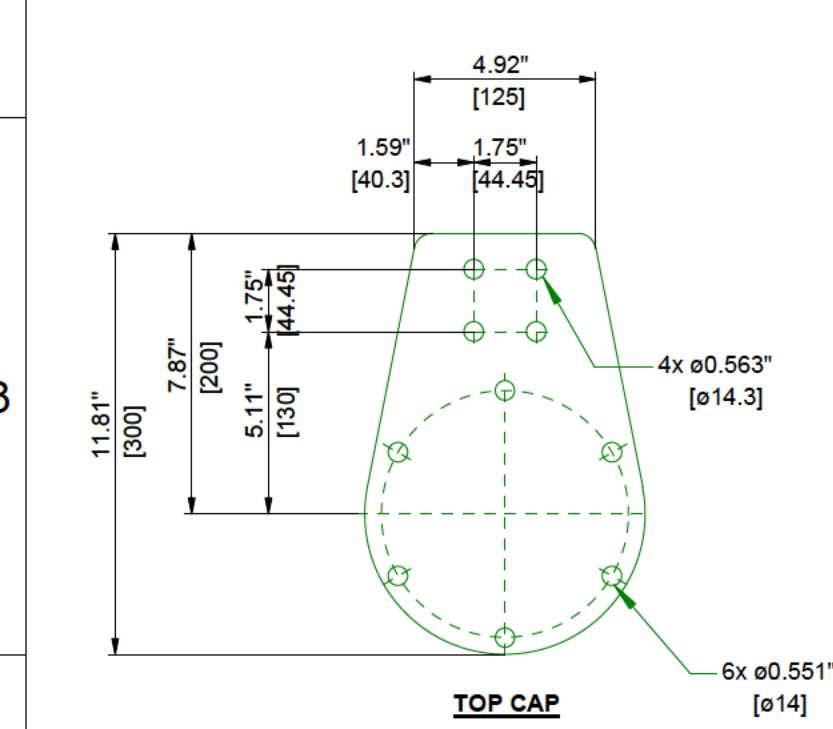
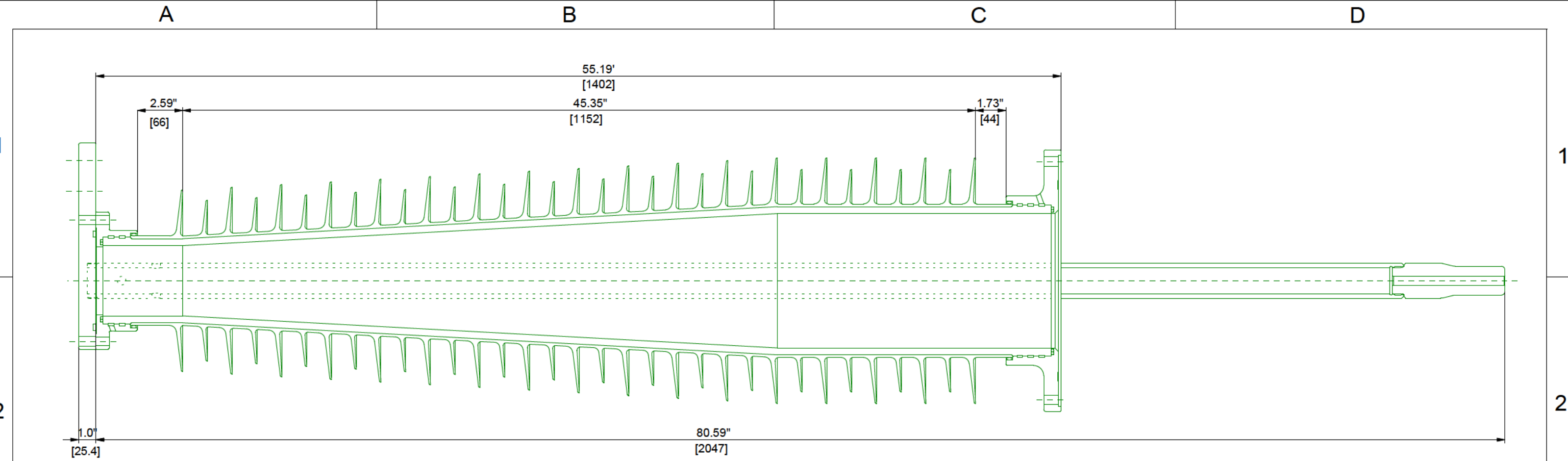
SHT 12 OF 13

A

B

C

D



BUSHING DATA
MATERIAL: COMPOSITE
CREEP DISTANCE, MIN.: 4505 mm / 177.4"
STRIKE DISTANCE, MIN.: 1305 mm / 51.4"
BIL: 750 kV
COLOR: ANSI 70 GRAY
HIGH VOLTAGE CONNECTION: ALUMINUM, TIN PLATED - NEMA 4 - THROUGH HOLE

					CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001
					ORDER No. 359556		
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022	CUSTOMER EQ. No.:  Grid Solutions One Power Lane Charleroi, PA 15022	
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE		
			W. Holt	A. Lisitsa	02/21/2022		
BUSHING OUTLINE			DRAWN	CHECKED	DATE	DRAWING No.: E359556010	SHT 13 OF 13

Field Services T&M Offer for GE Vernova (GEV) SF6 Circuit Breakers (CBR)

The following services are not included in the base price of the circuit breakers. All prices are in US Dollars and are valid for field work performed in the United States. Some GEV services, as indicated, are mandatory to maintain the CBR warranty.

TABLE 1 – Circuit Breaker Erection & Commissioning - Estimated duration (in days) per activity for 1x GEV field technician

Scope of work	DT1-38 to DT1-245 GL309, GL312	DT1-362, GL314	GL314BPS	GL315, GL317	GL318	DT2-550	DT2-800
Supervision of erection of bushings and live parts on CBR ⁽¹⁾			2 ⁽¹⁾	5 ⁽¹⁾	6 ⁽¹⁾	3 ⁽¹⁾	3 ⁽¹⁾
Gas filling	1	1				2	3
Supervision of commissioning ⁽²⁾		2	1	2	2	2	2
Point on wave (POW) controller commissioning ⁽³⁾	1	2	2	2	2	2	2

(1) For all GEV CBR shipped not fully assembled, a GEV technician must supervise the erection of the bushings or live parts to maintain the factory warranty.

(2) An additional mobilization might be required if the Customer is not ready to commission right after the installation.

(3) Commissioning days are based on the Customer filling the GEV provided Mission Sheet prior to mobilization. Otherwise, account for one extra day on site per POW Controller.

TABLE 2 - GEV 2026 Rates (to be invoiced in Time and Material basis)

Item	Service Description	Price(USD)
1	Roundtrip Travel (mobilization-demobilization) (T&L included)	6,750
2	Daily rate (Weekdays) – 10hrs/day (T&L included)	5,250
3	Daily rate for weekends and Holidays – 10hrs/day (T&L included)	6,250
4	Hourly rate past 10 hours per day	375
5	Idle days (non-working days) (T&L included)	3,000
6	Subcontractors and tools & test equipment shipment to be invoiced at cost + 20%	TBD

*T&L = Travel and Living

TABLE 3 - Tools and test equipment required

Tools & Test Equipment	Needed for Erection	Needed for Gas filling	Needed for Commissioning	Needed for POW
Circuit Breaker Timer 3-phase ⁽¹⁾			X	X
100 Amp Micro-Ohmmeter ⁽¹⁾			X	
Man Lift ⁽²⁾	X		X	X
Crane with Operator ⁽²⁾	X			
Vacuum Pump and/or Gas Cart ⁽²⁾		X		

(1) Included in daily rates. For transport add cost +20%

(2) Available at extra cost, upon demand

Notes:

- Scope of work durations are estimated and provide an approximate duration to complete the required scope of work. The durations depend on the Customer's crew capabilities and availability to execute the work under the supervision of a GEV field technician. Final invoice will be based on actual number of days and trips and invoiced in Time and Material (T&M).
- GEV reserves the right to modify the Roundtrip Travel Rate if the site is located more than 2 hours' drive from an airport with commercial service.
- Delays due to weather conditions, union conflicts or any delays outside of GEV's control are not GEV's responsibility and will be invoiced using Table 2 rates.
- A minimum of 6-8 weeks' notice is expected for preparation and on-site mobilization.
- GEV may suspend performance or evacuate its personnel, at any time, without liability, if it reasonably believes its personnel are at risk.
- Customer agrees to properly dispose of all toxic substances, hazardous substances, batteries, or hazardous waste encountered by GEV at site and of those produced by GEV during the performance of the contract/PO.
- In the event of cancellation or rescheduling, all costs incurred, such as plane tickets, will be charged at cost + 20%. If cancellation occurs 2 weeks before mobilization, a fixed cancellation fee of 2,500\$ shall be charged to the Customer.
- Civil work, excavation, cabling, connection to the substation ground grid or HV buses is not included.
- Specific site safety orientation & trainings hours shall be invoiced using Table 2 rates.
- Estimation of durations doesn't include MOV (Metal Oxide Varistor) surge arrester installation. For MOV installation add an extra day for the supervision of erection.
- TURNKEY option available – Contact GEV for more information
- Formal training classes are available – Contact GEV for more information
- This sale of any service, parts and products, and the integration thereof, ordered by [Company] is expressly conditioned upon GE's Terms and Conditions, ESY104. Any additional or different terms and conditions set forth in [Company]'s purchase order or other communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized GE employee.
- Any purchase order sent to GEV based on this T&M offer shall be expressly conditioned upon GEV's Terms and Conditions, ESY104. Any additional or different terms and conditions set forth in the Customer's purchase order or other communication are expressly objected to and will not be binding upon GEV unless specifically agreed to in writing by an authorized GEV employee.

For additional information & firm quotes on GEV Services, please contact 24/7 +1-866-837-7170 or by email on NAM_Service@gevernova.com

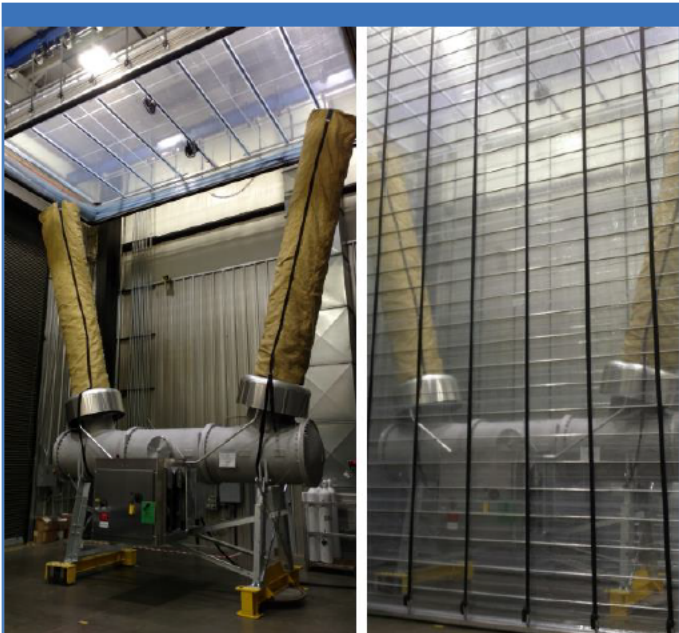
SF₆ Gas Tightness Testing System

GE's Grid Solutions has perfected its industry leading production testing system for every 38kV through 550kV kV dead tank circuit breaker produced in our Charleroi, Pennsylvania factory. The system not only confirms SF₆ gas tightness and also quantifies the exact emission rate, with accuracy of 0.2 grams/year,

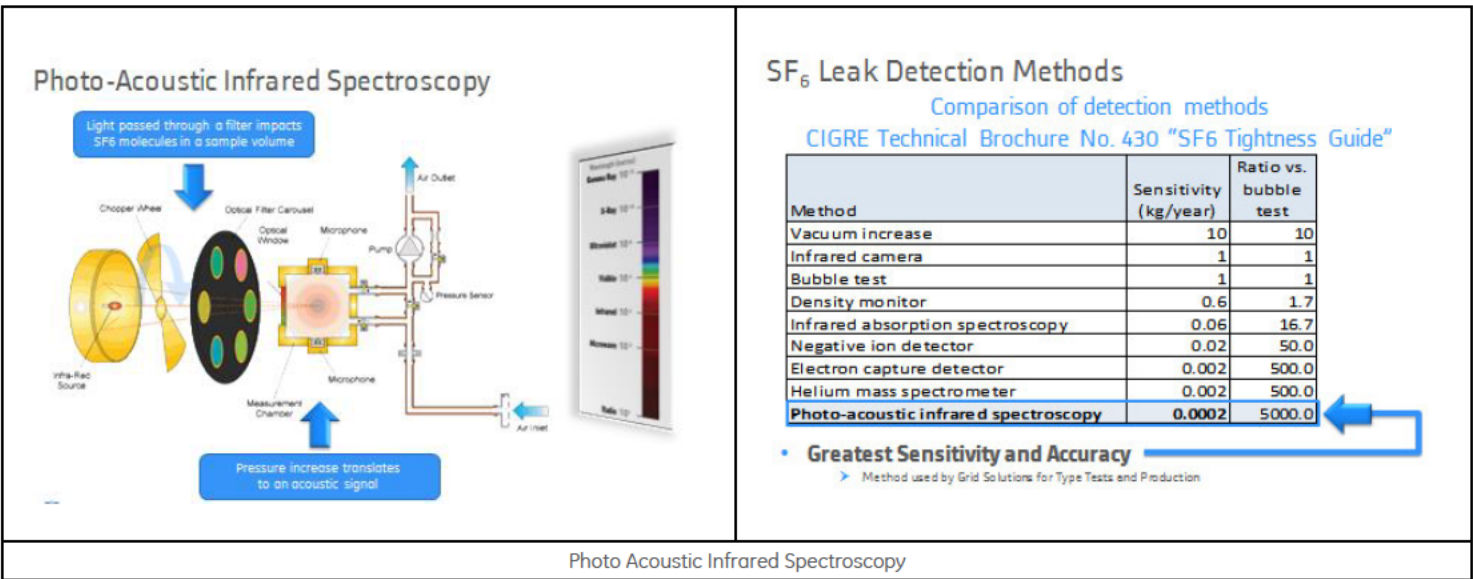
Grid Solutions' proprietary technology utilizes photo-acoustic infrared spectroscopy which is the highest possible sensitivity method for leak detection.

Our technology provides:

- Sensitivity **5,000 times greater** than "bubble" test or infrared camera.
- **Sensitivity 10 ten times** greater than helium mass spectrometer method with accuracy of 0.2 grams per year compared to 2 grams per year.
- Every breaker produced is **tested fully assembled with bushings installed** (as-delivered condition for domestic delivery) while helium mass spectrometer only tests smaller components such as castings.
- **High accuracy measurement** of less than 0.5% per year emission rate in a routine production test environment.



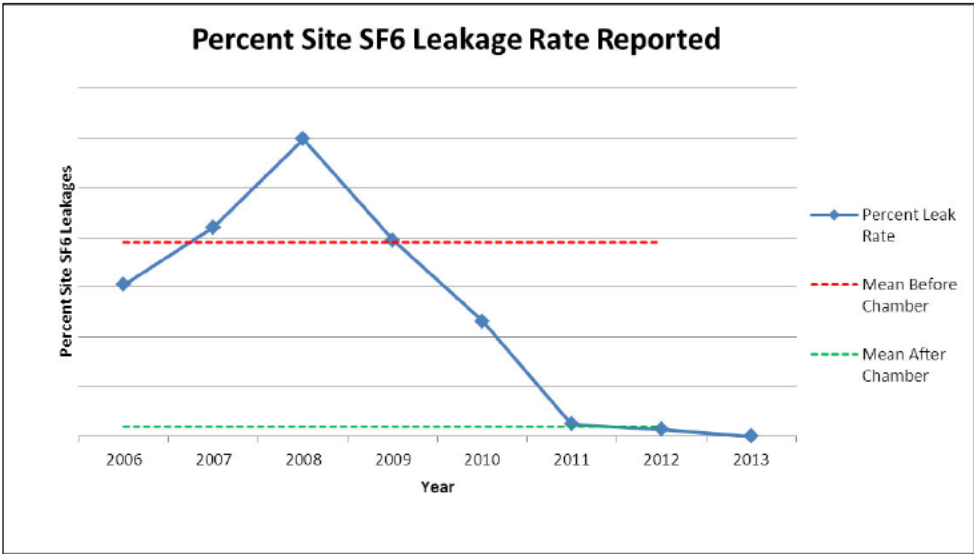
550 kV Dead Tank
Volumetric Tightness Testing



SF6 Emissions Reductions

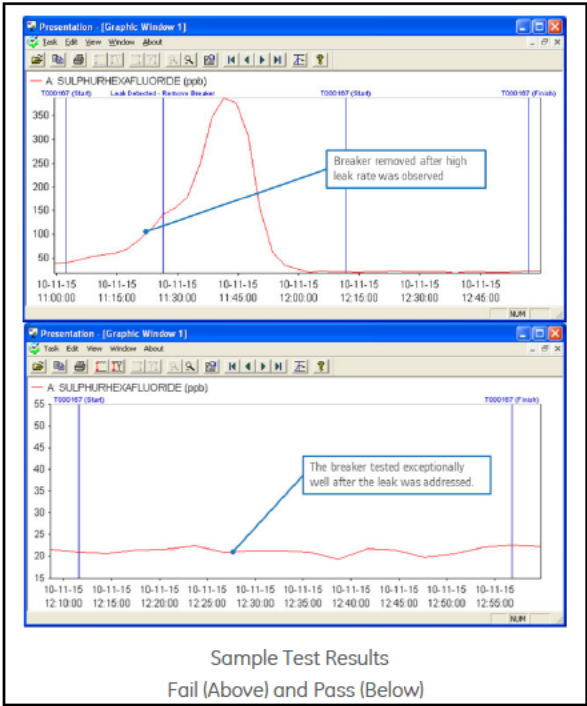
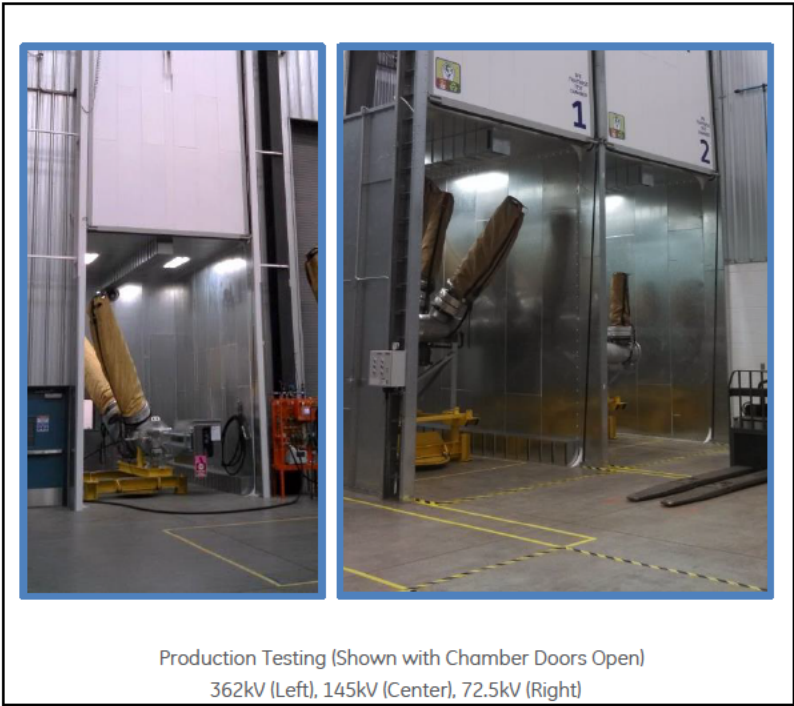
Every dead tank circuit breaker produced in the Charleroi, Pennsylvania factory from 38kV to 550kV is tested with Grid Solutions' proprietary technology in use since 2010 at this site.

The graph shown to the right illustrates the dramatic improvement realized after implementation of 72.5kV production testing.



Multiple systems for High Volume Production

Multiple systems allow for high efficiency testing of every fully assembled dead tank circuit breaker from 38kV to 550kV. The systems are scaled to allow for highly accurate measurements as an automated routine production test.



Grid Solutions' commitment to reducing SF6 emissions extends from our robust designs with high grade gaskets to testing and certification. Our continuing efforts provide for quantifiable reduction in SF6 emissions for our customers resulting in industry leading reliability and lower cost of maintenance.

GEGridSolutions.com

GE and the GE monogram are trademarks of General Electric Company.
GE reserves the right to make changes to specifications of products described at any time without notice and without obligation to notify any person of such changes.
Copyright 2016, General Electric Company. All Rights Reserved.



HIGH VOLTAGE CIRCUIT BREAKERS

PRODUCT	RATING	FEATURES
 DT1-38FK-40-F1	• Up to 38 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
 DT1-72.5FK-40-F1	• 72.5 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
 DT1-72.5FK-40-F3	• 72.5 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
 DT1-145FK-40-F1 DT1-170FK-40-F1	• 123 kV, 145 kV, 170 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
 DT1-72.5R-40-F1 DT1-145R-40-F1	• 72.5 kV, 123 kV, 145 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Pre-Insertion Resistors (PIR)
 DT1-145FK-40-F3 DT1-170FK-40-F3	• 123 kV, 145 kV, 170 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
 DT1-72.5-63-F1 DT1-145-63-F1	• 72.5 kV, 123 kV, 145 kV • 1200 A to 4000 A • 63 kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
 DT1-145g-63	• 72.5 kV, 123 kV, 145 kV • 1200 A to 4000 A • 63 kA, 3 cycles	• SF₆-FREE • FK3-4 SPRING/SPRING mechanism • Gang Operated
 DT1-245P-40-F1	• 245 kV • 1200 A to 4000 A • 40 kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
 DT1-245P-40-F3	• 245 kV • 1200 A to 4000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching

PRODUCT	RATING	FEATURES
 DT1-245P-63-F1	• 245 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
 DT1-245P-63-F3	• 245 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS
 MOV for Shunt Reactor Switching	• 38 kV to 800 kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
 DT1-362-63-F3 DT1-362R-63-F3	• 362 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
 DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3	• 550 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
 GL3 Series Live Tank	• 72.5 kV to 800 kV • 1200 A to 4000 A • Up to 63 kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
 Live Tank GL309 GL312 GL313 GL314	• 72.5 kV to 245 kV • 1200 A to 3000 A • Up to 40 kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
 GL314BPS High Speed Bypass Switch	• Up to 800 kV system • Up to 170 kV across gap • Making Current 120 kAp • Insertion Current 5000 A • Insertion Voltage 300 kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
 HYpact	• 72.5 kV to 170 kV • 2500 A • 40 kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
 CBWatch3	• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF₆ emissions trending
 Synchronous Control (Point on Wave Switching)	• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

General Terms of Contract for Sale of Products and Services Form ESY104

NOTICE: Sale of any Products or Services by Seller is subject to Buyer's assent to these General Terms of Contract. Any acceptance of Seller's offer is expressly limited to acceptance of these General Terms of Contract, and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form will modify these General Terms of Contract even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these General Terms of Contract. Unless otherwise specified in the offer, Seller's offer will expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Contract, Seller's final offer, the agreed scope of work, and Seller's order acknowledgement.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments, if any, in accordance with the Contract.

"Documents" means all printed materials in physical or electronic form relating to or referencing the Products or Firmware provided to Seller by Buyer at the time of purchase, including technical specifications, drawings, manuals, schematics and diagrams.

"Dollars" and **"\$"** mean the lawful currency of the United States of America.

"EU" means the European Union.

"Firmware" means software in executable or object-code format only provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a non-party and software applications licensed separately. Firmware does **not** include source code or other human-readable forms of the software.

"General Terms of Contract" means these "General Terms of Contract for Sale of Products and Services," including any relevant addenda referred to in article 18, together with any modifications or additional provisions specifically stated in Seller's final offer or specifically agreed upon by Seller in writing.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled under any applicable national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement.

"Incoterms 2020" means Incoterms® 2020, the International Chamber of Commerce's rules for the use of domestic and international trade terms, and **"FCA"** has the meaning given in Incoterms 2020.

"Insolvent" in relation to a party, means that: (i) the party has filed a voluntary petition under any bankruptcy, insolvency or other similar law seeking liquidation, reorganization or other relief, or has consented to the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property, or has made a general assignment for the benefit of creditors, or has taken any corporate action to authorize any of the foregoing, or has failed, or become unable, to pay its debts as they become due; or (ii) an involuntary petition has been filed against the party under any bankruptcy, insolvency or other similar law seeking liquidation or reorganization of, or other relief against, the party or the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property; or (iii) an order for relief under any such law has been entered against the party.

"Non-party" (even if not capitalised) means any Person other than a party.

"Person" (even if not capitalised) means a natural person or legal entity.

“**Products**” means the equipment, parts, materials and supplies that Seller has agreed to supply to Buyer under the Contract.

“**Seller**” means the entity providing Products or performing Services under the Contract.

“**Services**” means the services Seller has agreed to perform for Buyer under the Contract.

“**Site**” means the premises (other than Seller’s premises) where Products are used or Services are performed.

“**U.S.**” means the United States of America.

2. Payment

- 2.1 Seller shall invoice, and Buyer shall pay, the Contract Price in accordance with this section 2.1. Seller shall issue invoices upon shipment of Products and as Services are performed, or, if the Contract Price is \$250,000 or more, Seller shall issue invoices for progress payments starting with 25% of the Contract Price on the earlier of the date of signing of the Contract or the date of issuance of Seller’s order acknowledgement and continuing such that 90% of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed (“**Progress Payments**”). Buyer shall pay all invoiced amounts by direct bank transfer in the currency, and to Seller’s bank account, specified in the Contract, without set-off, within 30 days from the invoice date. Buyer shall send Seller a remittance advice notifying it of payment to **Remit.Renewable.Energy@ge.com**. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late-payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the Contract Price is set in a currency other than Dollars, references to amounts in Dollars in this section 2.1 mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the period for performance of the Contract, Seller is entitled to compensation in accordance with the Contract Price escalation mechanism, if any, specified in Seller’s offer. If the Contract does not include a price escalation mechanism and Seller can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an excusable event referred to in article 10 (including evolution of any such event preexisting at the time of signing of the Contract), the parties shall, within a reasonable time after notice by Seller to Buyer, negotiate alternative contractual terms or a mitigation plan that reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was preexisting at the time of signing of the Contract. In its notice under this section 2.1, Seller shall give Buyer reasonably detailed information about the event affecting Seller’s contractual obligations, the affected obligations themselves and the extent to which the event affects or will affect its performance of the Contract. The parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable law. Where an agreement is reached, the parties shall start implementing the agreed measures immediately, pending the signing of the relevant amendment to the Contract. If the parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within 15 days after Seller’s notice, Seller may either suspend its performance of the affected part of the Contract or terminate the Contract, without thereby incurring any liability to Buyer. If Seller suspends its performance of the relevant part of the Contract for more than 180 consecutive days, either party may terminate the Contract by sending notice of termination to the other party. In case of termination of the Contract in accordance with this section 2.1, the parties shall settle their accounts accordingly as if the Contract had been terminated under section 11.4.
- 2.2 At Seller’s request, Buyer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guaranty allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“**Payment Security**”). The Payment Security must be (i) in a form, and issued or confirmed by a bank, acceptable to Seller, (ii) payable at the counters of such bank or an advising bank, (iii) opened before commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least 60 days before commencement of Seller’s performance of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten days after Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until it has received any required Payment Security, operative and in effect, and all applicable Progress Payments. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller is entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer’s financial condition or payment history does not justify continuation of Seller’s performance, Seller may require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under the Contract ("**Seller Taxes**"). Buyer is responsible for all taxes, duties (including, for example, those resulting from the imposition of tariffs), fees, or other charges, however denominated and of whatever nature (including, for example, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto) imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("**Buyer Taxes**"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Within one month after payment, Buyer shall give Seller official receipts from the applicable governmental authority for taxes deducted or withheld.

4. Deliveries; Title Transfer; Risk of Loss; Storage

- 4.1 For shipments that do not involve export, including shipments from one EU country to another EU country, Seller shall deliver Products to Buyer FCA (Seller's facility or warehouse) Incoterms 2020. For export shipments, Seller shall deliver Products to Buyer FCA (port of export) Incoterms 2020. For any importation, Buyer must be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to 25%. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Buyer and Seller agree on different transportation arrangements with cost of freight and delivery to destination included in the Contract Price, Seller is not responsible for any increase in transportation costs occurring after the Contract is signed unless caused solely by Seller's breach of contract, and Seller is entitled to invoice Buyer for the additional transportation costs it has actually incurred, subject to reasonable proof of such additional costs. Delivery times are approximate and are dependent on Seller's prompt receipt of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.
- 4.2 For shipments that do not involve export, title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For shipments from the U.S. to another country, title to Products (other than Firmware or other software) will pass to Buyer immediately after each item departs from the territory, territorial sea and overlying airspace of the U.S. The United Nations Convention on the Law of the Sea will apply to determine the U.S. territorial sea. For all other shipments, title to Products (other than Firmware or other software) will pass to Buyer on the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territory, territorial sea and overlying airspace of the country of export. When Buyer arranges the export or intra-EU shipment, Buyer will provide Seller evidence of exportation or intra-EU shipment acceptable to the relevant tax and custom authorities.
- 4.3 Risk of loss will pass to Buyer upon delivery in accordance with section 4.1, except that, for export shipments from the U.S., risk of loss will transfer to Buyer upon transfer of title.
- 4.4 If any Products to be delivered under the Contract, or any Buyer equipment repaired at Seller's facilities, cannot be shipped to or received by Buyer or the end-user when ready due to any cause attributable to Buyer, its other contractors or the end-user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, then: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment will be due; (iii) Seller is entitled to invoice Buyer for the costs of transportation to the storage facilities plus a lump-sum amount of 0.5% of the Contract Price per full week (or part thereof, pro rata) of storage with a minimum of \$1,000. Seller shall issue invoices weekly starting at the beginning of the third week of storage until it can ship the Products; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review them and issue its response (either approval or disapproval with detailed reasons for disapproval) within ten days of Seller's submittal. If Buyer fails to provide a response within ten days, the submittal will be deemed approved.
- 4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer is responsible for, and retains risk of loss of, such equipment at all times, but Seller is responsible for damage to the equipment while at Seller's facility to the extent, if any, that such damage is caused by Seller's negligence.

5. Warranty

- 5.1 Seller warrants that Products will be delivered free from defects in material, workmanship and title and that Services will be performed in a competent, diligent manner in accordance with the specifications agreed in the Contract.

- 5.2 The warranty for Products will expire one year from first use or 18 months from delivery, whichever occurs first, except that software is warranted for 90 days from delivery. The warranty for Services will expire one year after performance of the Service, except that software-related Services are warranted for 90 days from performance of such Services.
- 5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing before expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform non-conforming Services. If, despite its reasonable efforts, Seller is unable to repair or replace a defective Product, or re-perform non-conforming Services, Seller shall refund or credit monies paid by Buyer for such defective Products or non-conforming Services, as applicable. No repair, replacement or re-performance by Seller under this section 5.3 will extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a defect exists.
- 5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.
- 5.5 The warranties and remedies in this article 5 are subject to (i) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors), commissioning, use, operation and maintenance of Products, (ii) Buyer's keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, (iii) modification or repair of Products or Services only as authorized by Seller in writing and (iv) continuous connection of the Site, to allow remote monitoring by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 5.6 This article 5 states the exclusive remedies for all claims based on failure of, or defect in, Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort or other extra-contractual liability (including negligence), strict liability or otherwise. The warranties in this article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. ***No implied or statutory warranty or condition of merchantability or satisfactory quality or of fitness for a particular purpose applies.***

6. Confidentiality

- 6.1 Seller and Buyer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with the Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. In addition, all prices for Products and Services are Seller's Confidential Information.
- 6.2 Receiving Party shall: (i) use the Confidential Information only in connection with the Contract and the use of Products and Services, (ii) take reasonable measures to prevent disclosure of the Confidential Information to non-parties, and (iii) not disclose the Confidential Information to anyone other than its own employees having a need to know such Confidential Information for the purpose stated in item (i) above. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other non-party with Disclosing Party's prior written permission, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted non-party that prohibits disclosure of the Confidential Information and as long as the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.
- 6.3 The obligations in section 6.2 do not apply to any part of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process, but a Receiving Party that intends to make disclosure in response to such legal requirement or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

- 6.4 Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without the other party's prior written approval. As to any individual item of Confidential Information, the Receiving Party's obligations under this article 6 will expire five years after the date of disclosure. This article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

- 7.1 Subject to the terms of the Contract, effective upon passing of title to the relevant Product, Seller grants Buyer a limited, non-exclusive license: (i) to use any Firmware or other software as provided with the Product; and (ii) for the internal benefit of Buyer only, to use, copy, distribute, display, modify, and make derivative works from, any Documents provided by Seller under the Contract. Buyer is not acquiring, and nothing herein is to be deemed to transfer any right, title or interest to Buyer in or to the Firmware or any such software or Documents other than the license granted in this section 7.1. Documents and Firmware or other software delivered for Buyer's use will remain subject to Seller's ownership and intellectual property rights, as applicable.
- 7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated non-party (a "**Claim**") alleging that Products or Services furnished under the Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (as long as there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, as long as Buyer (i) promptly notifies Seller in writing of the Claim, (ii) makes no admission of liability and does not take any position adverse to Seller, (iii) gives Seller sole authority to control defense and settlement of the Claim, and (iv) gives Seller full disclosure and reasonable assistance as required to defend the Claim.
- 7.3 Section 7.2 does not apply, and Seller has no obligation or liability, with respect to any Claim based on (i) Products or Services that have been modified or revised, (ii) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (iv) unauthorized use of Products or Services, or (v) Products or Services made or performed to Buyer's specifications.
- 7.4 Should any Product or Service, or any part thereof, become the subject of a Claim, Seller may at its option (i) procure for Buyer the right to continue using the Product or Service, or applicable part thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) if neither (i) nor (ii) is feasible, take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.5 This article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.
- 7.6 Each party retains ownership of all Confidential Information and intellectual property it had before the signing of the Contract. All new intellectual property conceived or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, are owned exclusively by Seller. Buyer shall deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Either party (each, an "**Indemnifying Party**") shall indemnify the other party (the "**Indemnified Party**") from and against claims brought by a non-party on account of personal injury or damage to the non-party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with the Contract. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the parties shall bear the loss or expense in proportion to their respective degrees of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered non-party property.

9. Insurance

During the term of the Contract, Seller shall maintain the following insurance coverage for its protection: (i) worker's compensation, employer's liability and other insurance required by applicable law with respect to work related injuries or disease of Seller's employees in such form and amount as required by applicable laws; (ii) automobile liability insurance with a combined single limit of \$2,500,000; and (iii) commercial general liability or public liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller is not liable or considered in breach of its obligations under the Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, including, for example, acts of God, fire, armed conflict, acts or threats of terrorism, risk of kidnapping, civil unrest, epidemic, pandemics, war (declared or undeclared), insurrection, strikes or other labor disturbances, or acts or omissions of any governmental authority or of Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such addi-

tional time as may be needed to overcome the effect of the event. If acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller is also entitled to an equitable price adjustment.

11. Termination and Suspension

- 11.1 Buyer may terminate the Contract (or the affected part thereof) for cause, if Seller (i) becomes Insolvent; or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, as long as (a) Buyer first gives Seller a detailed notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller has not, within 30 days after receipt of the notice, commenced and diligently pursued cure of the breach.
- 11.2 If Buyer terminates the Contract in accordance with section 11.1, then: (i) Seller shall reimburse Buyer for the difference between the part of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay Seller (a) the part of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected part thereof) immediately for cause if Buyer (i) becomes Insolvent, or (ii) commits a material breach of the Contract, including, for example, failure or delay in providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any part thereof) is terminated for any reason other than Seller's default under section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, expenses incurred by the Seller in expectation of completing the Contract, plus expenses reasonably incurred by Seller in connection with the termination, including cancellation or termination fees or charges that Seller must pay to subcontractors and sub-suppliers. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.
- 11.5 Either party may terminate the Contract (or the affected part thereof) upon 20 days' advance notice if an excusable event (as described in article 10) lasts longer than 90 days. In such case, Buyer shall pay Seller all amounts payable under section 11.4, as well as the cancellation charge for uncompleted Products if the excusable event leading to termination included an act or omission of the Buyer or Buyer's contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, for example, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

- 12.1 Seller shall comply with all laws and regulations applicable to the manufacture of Products and its performance of Services. Buyer shall comply with all laws and regulations applicable to the purchase, application, operation, use and disposal of the Products and Services, including those regarding fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it has had access to, has reviewed and fully understands GE Vernova's integrity policies. Seller shall comply with the GE Vernova integrity policies. The GE Vernova integrity policies can be accessed electronically at https://www.gevernova.com/sites/default/files/2024-03/ge_vernova_the_spirit_the_letter.pdf.
- 12.2 Seller's obligations are subject to Buyer's compliance with all export-control, sanctions, antiboycott and other applicable trade control laws and regulations, including those of the U.S., EU, UK and Switzerland. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as such on Seller's invoice. Without prejudice to the generality of the foregoing, Buyer shall not re-export any goods or technology referred to in: (i) paragraph 1 of article 12g of Council Regulation (EU) 833/2014, as amended, to Russia or for use in Russia; or (ii) paragraph 1 of article 8g of Council Regulation (EC) 765/2006, as amended, to Belarus or for use in Belarus. Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on Buyer's behalf (including, for exam-

ple, the issuance of any payment securities, such as a letter of credit) is not subject to any trade control regulation that prohibits doing business with such bank, financial institution or entity. Non-compliance by Buyer with its obligations in this section 12.2 will be a fundamental breach of the Contract, for which Seller may, by notice to Buyer, immediately suspend its performance of, or terminate, the Contract, without prejudice to the exercise of any other rights or remedies that may be available to Seller.

- 12.3 Notwithstanding anything to the contrary in the Contract, Buyer shall promptly obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, for example, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, but Seller shall obtain any license or registration necessary for Seller to conduct business and shall obtain visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.
- 12.4 Buyer shall act in accordance with the United Nations Universal Declaration of Human Rights and the International Labor Organization Fundamental Principles and Rights at Work, including the following obligations: (i) to respect human rights of its employees and others; (ii) not to employ workers younger than 16 years of age or the applicable higher minimum age; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or subject to a penalty/punishment for resigning, including the charging of recruitment fees, withholding of pay, or withholding of immigration documents, or to engage in or abet trafficking in persons for forced labor or commercial sex act purposes; (iv) not to discriminate in employment or business operations; (v) to afford workers the freedom of association and right to collective bargaining in accordance with local law, and (vi) to provide workers a viable grievance mechanism free of retaliation.
- 12.5 Each Party represents, warrants, and covenants that, in connection with the Contract, it has complied, shall comply, and shall cause its affiliates to comply, with all Improper Payment Laws and shall not pay, promise to pay, or authorize payments of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Contract or the transactions contemplated under this Contract. As used in the Contract, "**Improper Payment Laws**" means all applicable laws, rules and regulations (including international treaties and conventions) regarding bribery, corruption, kick-backs, fraud, illegal payments and gratuities, or similar practices, including the Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Acts 1889-1916, the UK Bribery Act 2010, and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable local anti-bribery laws, as well as all applicable anti-money laundering, anti-terrorism, and economic sanctions and anti-boycott laws, in each case as amended from time to time.
- 13. Environmental, Health, Safety and Security Matters**
- 13.1 Buyer shall maintain safe working conditions at the Site, including, for example, implementing appropriate procedures regarding Hazardous Materials, confined-space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("**LOTO**") procedures including physical LOTO or an agreed upon alternative method.
- 13.2 Buyer shall promptly, and in any case before Seller starts work on any Site, advise Seller in writing of all applicable Site-specific environmental, health, safety and security requirements and procedures, including a complete description of Buyer's security program. Without limiting Buyer's responsibilities under this article 13, Seller may, from time to time, review and inspect applicable environmental, health, safety and, security documentation, procedures and conditions at the Site. Seller has the right, but not the obligation, to audit Buyer's security program and performance from time to time. Seller's receipt, review or audit of Buyer's security program or performance will not excuse or limit Buyer's obligation to provide adequate security.
- 13.3 If, in Seller's reasonable opinion, the health, safety or security of personnel on the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of the Contract, in whole or in part, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.
- 13.4 Buyer is responsible for operating its equipment. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.
- 13.5 Buyer shall make its Site medical facilities and resources available to Seller's personnel that need medical attention.
- 13.6 Seller is not responsible or liable for the pre-existing condition of Buyer's equipment or the Site. Before Seller starts any work at the Site, Buyer shall provide documentation that identifies the presence and condition of any Hazardous Materials existing in or

about Buyer's equipment or the Site that Seller may encounter while performing the Contract. Buyer shall inform Seller of all industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site that materially differ from those disclosed by Buyer; or (ii) previously unknown physical conditions at the Site that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, Seller is entitled to an equitable adjustment in the Contract Price and the schedule.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller has no obligation to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller is entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials that are or were (i) present in or about Buyer's equipment or the Site before Seller started work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.
- 13.10 Buyer shall safeguard the Site, as well as all Seller's tools, consumables, Products and parts when provided, against dishonest or criminal acts, including, for example, sabotage, theft and arson, by suitable physical means, such as CCTV equipment and services, guards, fencing and lighting. Buyer shall maintain secure working conditions at the Site.
- 13.11 The Parties acknowledge that the COVID-19 pandemic and government actions in response to it have affected and will continue to affect Seller's ability to deliver goods and services around the world (the "**COVID-19 Impact**"). In the event that the COVID-19 Impact affects Seller's ability to deliver on time or at the Contract Price, Seller is entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and cost.
- 13.12 At all times while Seller's personnel are, or are expected to be, on or about the Site, Buyer shall provide security equipment, facilities, measures and procedures adequate to protect such personnel and meet Seller's security standard against potential threats to their safety or well-being, including, for example, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring procedures and equipment, screening and oversight of local workers and others that Buyer allows onto the Site, alarms, evacuation routes and procedures, and training for Seller's personnel regarding Buyer's Site security procedures.
- 13.13 If Seller determines that Buyer's security program is not sufficient to provide for the protection of Seller's personnel working on or about the Site, Seller may: (i) make reasonable recommendations to Buyer regarding changes to the security program, which Buyer shall promptly implement; (ii) provide security measures to protect its personnel, for which Buyer shall reimburse Seller for all related expenses incurred at cost plus 15%; and (iii) exercise any of its applicable rights or remedies under the Contract.

14. Changes

- 14.1 Either party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until the parties agree upon such change in writing. The written change documentation must describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 14.2 Seller is entitled to an equitable adjustment of the scope, Contract Price, schedule, and other provisions to reflect additional costs or obligations incurred by Seller resulting from a change, after the date of Seller's offer, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, or in applicable laws or regulations, but no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes will be at Seller's time and material rates.
- 14.3 In the event of a change in applicable trade-control laws or regulations, including, for example, those of the U.S., EU UK and Switzerland, or in the interpretation thereof, or if an authorization under any applicable trade-control law or regulation is denied, revoked, withdrawn or cancelled, preventing Seller from performing its obligations without breaching such law or regulation, or

makes Seller's performance of its obligations unreasonably burdensome or unbalanced, Seller may, without incurring liability to Buyer and without prejudice to any other right or remedy of Seller in this Contract or at law, (i) withdraw its offer, or (ii) suspend its performance of, or terminate, the Contract. If the suspension lasts more than four months, either party may, by notice to the other, immediately terminate the Contract.

- 14.4 Seller may deliver a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

- 15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, will not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order and \$10,000 for all claims not part of any particular order.
- 15.2 Seller is not liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, nor is Seller liable for any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.
- 15.3 Seller's liability will cease upon expiration of the applicable warranty period, but Buyer may continue to enforce a claim for which it has given notice before that date by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 15.4 Seller is not able for advice or assistance that is not required for the scope of work under the Contract.
- 15.5 If Buyer is supplying Products or Services to a non-party, or using Products or Services at a facility owned by a non-party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, such non-party in excess of the limitations set forth in this article 15, or (ii) obtain the non-party's agreement, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this article 15.
- 15.6 As used in this article 15, "**Seller**" includes Seller's affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this article 15 apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

- 16.1 If Buyer's principal place of business is in the U.S., New York law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for sections 5-1401 and 5-1402 of the General Obligations Law (N.Y.). If Buyer's principal place of business is outside the U.S., English law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for article 12(1) of the Late Payment of Commercial Debts (Interest) Act 1998 (UK). If the Contract includes the sale of Products and Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods applies.
- 16.2 If any dispute arises out of or in connection with the Contract, including any question regarding its existence or validity, the parties shall submit the matter to mediation under the Mediation Rules of the International Chamber of Commerce, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time. If the dispute has not been settled under such rules within 30 days after the filing of a request for mediation, the dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. If the arbitral tribunal is to consist of more than one arbitrator, the party-appointed arbitrators will, for two weeks after the date on which both their appointments have been confirmed, attempt to reach agreement on the appointment of the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis. If the two party-appointed arbitrators are unable to agree upon the appointment of the president of the arbitral tribunal, upon request of either party, the president of the International Chamber of Commerce will appoint the president of the arbitral tribunal. The seat, or legal place, of the mediation and arbitration will be Paris, France. The mediation and arbitration will be conducted in the English language. The parties' written submissions must, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller shall apply its usual quality-control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to attend Seller's factory tests of Products, subject to appropriate access restrictions, if such attendance can be arranged without delaying the work. Buyer shall bear all travel and living expenses of its personnel to attend such tests. If Buyer or its representative do not attend the factory tests on the scheduled date, Seller may proceed with such factory tests alone, and Seller shall promptly share the results of such tests with Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by Buyer for any reason (including as a consequence of any pandemic) and Buyer cannot delegate any non-party to represent it, or to perform the tests in its name and on its behalf, Seller may propose reasonable alternative arrangements to Buyer to avoid delaying testing, including, for example, the use of electronic messaging services such as Skype, Teams or equivalent services, recording devices, such as cameras, and a distribution of results by means of electronic storage media, such as DVD or streamed videos. The parties shall endeavor to agree on such arrangements with a view to avoiding delay in the testing of the Products. If, despite Seller's proposal of reasonable alternative arrangements, Buyer instructs Seller to suspend or postpone the performance of the tests, then, notwithstanding anything to the contrary in the Contract, Seller is entitled to an equitable extension of time for completion of the work and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of such tests.

18. Addenda to these General Terms of Contract for the Sale of Products and Services

If there is any conflict between these "General Terms of Contract for the Sale of Products and Services" and the terms of any addendum attached hereto, the terms of the addendum will prevail with respect to the applicable scope.

19. General Clauses

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it will not use or permit others to use Products or Services for such purposes, without Seller's prior written consent. If, in breach of the warranty in the preceding sentence, any such use occurs, Seller (on its own behalf and on behalf of its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and defend Seller (and its parent, affiliates, suppliers and subcontractors) against all losses and liabilities arising out of any such damage, injury or contamination. Seller's consent to any such use, if any, will be subject to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under the Contract to any person without Buyer's consent. Buyer shall execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract any part of the work but remains liable for the subcontracted work. Buyer shall not assign its rights or delegate its duties under the Contract without Seller's prior written consent, which must not be unreasonably withheld. Any purported assignment or delegation by Buyer in breach of the preceding sentence will be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Seller objects to such change, or if Buyer does not give Seller the required notice, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance, including, for example, payment, or (iii) put special controls in place regarding Seller's Confidential Information.
- 19.4 If any provision of the Contract is held to be void or unenforceable, the remainder of the Contract will remain in force. The parties will endeavor to replace any such void or unenforceable provision with a valid and enforceable substitute provision that achieves substantially the same practical and economic effect as such invalid or unenforceable provision.
- 19.5 The following articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract is the entire agreement between the parties. No oral or written representation or warranty not contained in the Contract will be binding on either party. The parties' rights, remedies and obligations arising from or related to Products and Services sold under the Contract are limited to the rights, remedies and obligations stated in the Contract. All amendments to the contract must be written and signed by both parties.
- 19.7 Except as provided in article 15 (Limitations of Liability) and in section 19.1 (no nuclear use): (i) if Buyer's principal place of business is in the U.S., no non-party may enforce any of the terms of the Contract; and (ii) if Buyer's principal place of business is outside the U.S., no non-party may enforce any of the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

- 19.8 This Contract may be signed in multiple counterparts that together will constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools, such as DocuSign, or any other agreed upon certified means.
- 19.9 All notices pertaining to this Contract must be in writing. Without prejudice to any other way of serving notice, any notice will be sufficiently given if sent by recorded delivery to the addressee's registered office or last known place of business and will be deemed to be given on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Each party shall give the other party 14 days' notice of any change to its address for notices.
- 20. U.S. Government Contracts**
- 20.1 This article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer acknowledges that all Products and Services provided by Seller meet the definition of "commercially available off-the-shelf" (COTS) item," "commercial product" or "commercial service" (as applicable) as those terms are defined in Federal Acquisition Regulation ("FAR") § 2.101. Unless otherwise specifically stated by Seller in the Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer acknowledges that any Services offered by Seller are exempt from the Service Contract Labor Standards (see 41 U.S.C. §§ 6701-6707, FAR § 52.222-41). The version of any applicable FAR clause listed in this article 20 will be the one in effect on the effective date of the Contract.
- 20.3 If Buyer is an agency of the U.S. government, then, as permitted by FAR § 12.302, Buyer acknowledges that all paragraphs of FAR § 52.212-4 (except those listed in § 12.302(b)) are replaced with these General Terms of Contract. Buyer further acknowledges that the subparagraphs of FAR § 52.212-5 apply only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR § 52.212-5(e) or § 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF SEVEN-HUNDRED FIFTY-FIVE THOUSAND NINE-HUNDRED EIGHTY-EIGHT DOLLARS (\$755,988.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase 161 Kv breakers from GE Grid Solutions;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids.

NOW, THEREFORE, BE IT ORDAINED 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 for the purchase of 161 kV breakers from GE Grid Solutions in the amount of Seven-Hundred Fifty-Five Thousand Nine-Hundred Eighty-Eight Dollars (\$755,988.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 161 kV breakers;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance 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:	8/25/2026	Submitted By:	Jerry Walls
Phone:	479-418-7138	For Department(s):	Utility Billing
Email:	jerry.walls@bentonville.ar.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing a Recycling Partnership Grant Agreement
Action Recommendation & Justification:	A Resolution entering into a grant agreement with the Recycling Partnership, Inc. to increase participation and capture of recyclable materials from the City's residential curbside collection program. Grant funds are not to exceed \$202,000.00. In addition to cash grants, there will be access to in-kind services up to \$125,000.00. The Recycling Partnership, Inc. will make all payments direct to vendors. The Utility Board approved 3-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	With the support of Cash Grants and In-Kind Services from The Recycling Partnership, Inc., the City of Bentonville will conduct a robust engagement program to increase participation and capture of recyclable materials from the City's residential curbside collection program. Engagement tactics will include direct to resident messaging via mail and cart tagging, digital engagement and possible use of in-home bin kits.
Amount for Approval:	\$ 0

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

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Recycling Partnership Grant Agreement (“Grant Agreement”) is entered into on the last date of execution below (“Effective Date”), by and between THE RECYCLING PARTNERSHIP, INC., a non-stock corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business located at 20 F Street NW, 7th Floor, Washington, DC 20001 (“Grantor”), and City of Bentonville, Arkansas, a municipal government organized pursuant to the laws of the State of Arkansas, with its principal place of business located at 305 SW A Street, Bentonville AR 72712 (the “Grantee”), which are referred to collectively herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, Grantor is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Code Section 501(c)(3), and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, Grantor’s purpose includes furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, Grantee intends to increase the capture of recyclable materials by delivering an intensive education and outreach program, as further described in Attachment A (hereinafter referred to as the “Work Plan” or the “Project”);

WHEREAS, Grantor has determined the Project will increase residential recycling and provide environmental benefits and thereby further its charitable purposes within the meaning of Code Section 501(c)(3); and

WHEREAS, Grantor desires to further its charitable purposes by providing Cash Grants (as defined below) and In-Kind Services (as defined below) to Grantee to support the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant Agreement Documents.** This Grant Agreement includes Attachment A, comprises the entire agreement between the Parties, and supersedes all previous and contemporaneous agreements and representations, whether oral or written.

2. **Term.** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on November 20, 2027.

3. **Duties of Grantee.** In exchange for the Cash Grants and In-Kind Services from Grantor, Grantee shall complete the Project including, without limitation, all reporting requirements, in accordance with the Work Plan and all other terms and conditions set forth in this Grant Agreement.

4. **Duties of Grantor.** Subject to Grantee satisfying its obligations under this Grant Agreement, Grantor shall make cash grants to Grantee in an amount not to exceed TWO-HUNDRED TWO THOUSAND DOLLARS (\$202,000) to support the Project (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with the Project are set forth on Attachment A. Notwithstanding anything contained in this Grant Agreement to the contrary, Grantor shall not be obligated to distribute any Cash Grants to Grantee or a Vendor (as defined below), even if the required documentation is submitted to Grantor, unless such Cash Grants are for an Allowable Expenditure (as defined below). In addition to the Cash Grants, during the Grant Period, Grantor shall also provide Grantee with access to In-Kind Services with an estimated value of up to ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000) (“In-Kind Services”). A description and the projected value of the In-Kind Services is set forth on Attachment A.

5. **Distribution of Cash Grants.** During the Grant Period, Grantor shall distribute Cash Grants to Grantee to reimburse Grantee for Allowable Expenditures. An Allowable Expenditure is an actual expenditure associated with work performed, or goods or services acquired, in accordance with the Work Plan and in support of the Project, as determined by Grantor in its sole and absolute discretion (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). Costs incurred prior to the Grant Period, or for expenses related to travel, shall not be deemed an Allowable Expenditure without the prior written approval of Grantor.

a. **Invoices.** Grantee shall submit reimbursement requests to Grantor in the form of an invoice, using a template provided by Grantor (each an “Invoice” and collectively, the “Invoices”). All Invoices submitted to Grantor shall be accompanied by (i) copies of invoices for each Allowable Expenditure for which Grantee is seeking reimbursement; and (ii) reasonable and appropriate documentation showing the actual amounts paid by Grantee for all Allowable Expenditures included in the Invoice. Acceptable documentation showing the actual amount(s) paid may include copies of canceled checks or finance reports. Cash Grants, other than those paid directly to Vendors and excluding the final payment of Cash Grants, shall be distributed to Grantee within thirty (30) days of Grantor’s receipt of an Invoice. Total Cash Grants from Grantor will not exceed ninety percent (90%) of Allowable Expenditures until the submittal of a Final Report (as defined in the Work Plan).

b. **Final Invoice.** The final ten percent (10%) of Cash Grants shall be paid within thirty (30) days of (i) Grantee’s completion of the Project; (ii) Grantee’s submission of a Final Report; and (iii) Grantor’s acceptance of Grantee’s Final Report. Grantor may withhold Cash Grants if Grantee does not meet the aforementioned requirements or if Grantee fails to meet the reporting obligations set forth in the Work Plan. When distributing Cash Grants directly to Vendors in lieu of reimbursing Grantee, Grantor may, in its sole and absolute discretion, waive its right to withhold ten percent (10%). Cash Grants may be distributed to Grantee or to Vendors by check or direct deposit, as Grantee, Grantor and a Vendor, as the case may be, shall mutually agree upon prior to the distribution of a Cash Grant.

c. **Direct Payment to Vendors.** Grantor may, in its sole discretion and with the prior written consent of Grantee, which shall not be unreasonably withheld but may be withheld for legal, procurement, or conflict-of-interest concerns, hire and pay vendors directly on behalf Grantee for goods or services in support of the Project (each a “Vendor”). In such event, Grantor shall be solely responsible for the payment of all such Vendors. No Vendor may be an employee of Grantee, or an entity owned or controlled by an employee or immediate family member of an employee of Grantee (as defined in Code Section 4958(f)(4)) unless expressly permitted under applicable law and approved in writing by Grantee. Each Vendor shall operate as an independent contractor and not as an agent, representative, or employee of Grantee or Grantor. Grantor shall provide Grantee with prior written notice of its intent to hire any Vendor and sufficient information to allow Grantee to approve the Vendor and to coordinate integration of the services into the Project. Grantor shall require each Vendor to maintain commercially reasonable insurance and to indemnify and hold harmless Grantee and Grantor from claims arising out of the Vendor’s work, under terms no less protective than those customarily required in municipal contracts under Arkansas law. Neither Party shall be responsible for the acts or omissions of any Vendor.

6. **Notice.** Except as otherwise provided, all notices required by this Grant Agreement must be delivered by email to each Party’s primary and secondary (if any) contact, as set forth below.

Grantor Primary Contact:	Grantor Secondary Contact	Grantee Contact:
Zoë Killian Program Manager (P): (713) 806-9724 (E): Zkillian@recyclingpartnership.org	Charlotte Pitt VP, Community Development (P): (303) 931-4045 (E): cpitt@recyclingpartnership.org	Jerry Walls Utilities Billing Manager (P): 479-418-7138 (E): JWalls@bentonvillear.com

7. **Termination.** Either Party may terminate this Grant Agreement with thirty (30) days’ written notice, with a read receipt requested, to the other Party. If Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, Grantor may provide written notice to Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons

for termination and allow Grantee thirty (30) days to mitigate any specified reasons. If Grantee fails to cure such breach within the thirty (30) day period, as determined by Grantor in its sole discretion, Grantor may terminate this Grant Agreement by giving written notice to Grantee of such termination and the effective date of such termination (the “Termination Date”). Notwithstanding receipt of such notice of termination, Grantee may still receive Cash Grants for any Invoices which were submitted prior to the Termination Date and approved by Grantor in accordance with this Grant Agreement.

8. **Amendments and Extensions.** This Grant Agreement may only be amended in a writing signed by both Parties. Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan. Notwithstanding the foregoing, Grantor may grant extensions of time via email for Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If Grantee desires an extension, Grantee shall submit a written request to Grantor at least sixty (60) days prior to the due date of an obligation which Grantor shall review and either approve or deny in its reasonable discretion.

9. **Prohibited Lobbying and Political Activity.** Grantee shall not use or appropriate any Cash Grant to (i) carry on propaganda or otherwise attempt to influence legislation, or (ii) engage in political activity, including participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

10. **Publicity and Press Events.** Grantee may make information regarding this Grant Agreement and the Project available to the public at any time after the Effective Date and in a manner which the Parties deem appropriate. This requirement is not intended to limit or otherwise restrict Grantee’s public information obligations or requirements, if any, and is instead intended to allow the Parties to coordinate public announcements about the Project. Grantee hereby expressly authorizes Grantor and any other funders of the Project (including without limitation, Walmart, Inc.) to publicize the Project and information related to the Project, including Grantee’s participation in the Project, in each case at any time after the Effective Date. Grantee agrees to reasonably cooperate with Grantor during the Grant Period to publicize the Project, including, but not limited to, designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding, as appropriate, to relevant and pertinent press inquiries. Each Party agrees to provide the other with reasonable advanced notice of any efforts to publicize the Project for the purpose of allowing the Parties to coordinate any public announcements.

11. **Compliance with Patent, Trademark and Copyright Laws.** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in the performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and

save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work by the Parties under this Grant Agreement which infringes upon any patent, trademark, or copyright protected by law.

12. **Electronic Signatures and Electronic Records.** This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically in the manner specified by the Parties. The Parties agree not to object to the admissibility, legal effect, or enforceability of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not an original.

13. **Assignment, Successors and Assigns:** Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. If this Grant Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties. Any assignment in violation of this Paragraph will be void.

14. **Construction of Agreement.** This Agreement shall be construed so as (i) not to interfere with the accomplishment of the tax-exempt purposes and activities of Grantor; (ii) not to jeopardize compliance with federal or state statutes, rules, and regulations governing nonprofit and tax-exempt organizations; and (iii) not to cause any inurement or improper private benefit. Accordingly, it is the intention of the Parties that this Agreement will conform with applicable requirements, including, without limitation, making adjustments to payment amounts as may be necessary or appropriate to ensure fairness and reasonableness or as required by law. This Agreement shall be construed and limited accordingly.

15. **Signature Warranty.** Each of the undersigned represents and warrants that they are authorized to execute this Grant Agreement.

16. **Appropriations Limitation:** All expenditures by Grantee under this Grant Agreement are subject to appropriations by the Bentonville City Council. Consequently, this Grant Agreement shall bind Grantee only to the extent that it appropriates sufficient funds to perform its obligations hereunder.

[The balance of this page is intentionally left blank. Signature page to follow.]

The Parties have executed this Grant Agreement as of the Effective Date.

GRANTOR:

THE RECYCLING PARTNERSHIP, INC.

By: _____

Name: Charlotte Pitt

Title: VP, Community Development

Date: _____

GRANTEE:

CITY OF BENTONVILLE, ARKANSAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment A: Work Plan

a. **Background.** The City of Bentonville is a community in NW Arkansas and is part of the Benton County Solid Waste District. The community has about 15,900 single-family households and a population of about 61,000 people. Sanitation services, including recycling, are provided through a newly instituted, Grantee-held contract with Republic Services, who currently collects trash and recycling weekly and takes recyclable materials to an internal sorting facility in Springfield, MO.

b. **Project Description.** With the support of Cash Grants and In-Kind Services from Grantor, Grantee will conduct a robust engagement program to increase participation and capture of recyclable materials from the City's residential curbside collection program. Engagement tactics will include direct to resident messaging via mail and cart tagging, digital engagement and possible use of in-home bin kits.

c. **Measurement Plan.** Grantee will implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables generated by and collected from curbside recycling eligible households. With the support of Cash Grants, Grantee will also implement a system for tracking recycling set out rates (participation) by implementing a manual audit system using a Grantor approved phone based-app and manual, feet on the street tracking, that will be coupled with cart-tagging.

It is further possible, but not required, that Grantor may present Grantee with the opportunity to collaborate in a study funded by Grantor to assess pre- and/or post-implementation capture rates for individual recyclable materials, customer surveys and/or focus groups to understand community understanding and support for recycling services. Such a study, if conducted, will be planned in collaboration with Grantee and Grantee's partners, and Grantee will have access to results of this measurement work.

d. **Project Budget.** The amounts set forth in the table below represent Grantor's intended distribution of Cash Grants pursuant to this Grant Agreement:

Grant Element	Description	Grant Amount
Education and Outreach Support	Various elements of resident outreach including direct mail, cart-tagging, advertising, pre and post audits of setouts and direct mail.	\$159,000
Total In-home engagement	In-home engagement for non-participants to include stickers, printed materials and in-home bins	\$18,000
Measurement	Pre and post surveys of residents to understand participation and impacts of the program	\$25,000
Total		\$202,000

In addition to Cash Grants, Grantor shall provide In-Kind Services for the purpose of supporting the Project through the provision of technical support for strategic planning, program assessment, program

implementation, measurement activities, and recycling education and outreach including graphic design customization. The anticipated In-Kind Services, and the projected value of such services, are as follows:

Description of In-Kind Services	Projected Value
Access to Grantor’s educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Grantor’s staff	Up to \$25,000
Total	Up to \$125,000

All costs associated with Project implementation beyond the Cash Grants and In-Kind Services from Grantor will be the responsibility of Grantee. It is understood by the Parties that Grantee may combine Cash Grants with local funding as well as grant funding from other sources to fund the Project. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the actual expenses associated with Grantee’s education and outreach efforts. Upon the mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted among expense categories. The actual amount of Cash Grants paid by Grantor will be based on reimbursement for Allowable Expenditures pursuant to the Grant Agreement. Notwithstanding anything contained herein, the total amount of Cash Grants shall not exceed the amount specified in this Grant Agreement.

e. **Grantee Engagement.** Grantee will commit sufficient staff time and resources for the planning, implementation and management of the Project, including but not limited to (a) reviewing and approving Grantor-designed educational materials; (b) developing and implementing a an education program that includes the use of Grantee’s website, digital content, and supported events; (c) producing and distributing educational materials; (d) supporting research and program analysis through the reporting and measurement data; (e) assistance with Grantor funded measurement activities; and (f) providing additional support as the Project requires.

f. **Public Education and Outreach Campaign.** Grantee will work closely with Grantor to develop and implement an effective education and outreach campaign, utilizing the approach outlined herein. Technical and design support will be provided by Grantor as set out in the Grant Agreement. Grantee will work closely with Grantor to maximize the educational efforts and materials developed during this campaign. The Parties mutually agree to leverage industry best management practices and available data, such as contamination and participation rates among residential households through time, to track the efficacy of the campaign and adjust the strategy in response to observed changing residential behaviors. At a minimum, this educational effort will focus on one direct mail piece, four (4) cart tags with non-feedback messaging, promotion through the Grantee’s existing digital avenues, potential digital enhancements and advertising, and other reasonable outreach tolls locally available. The educational effort will target all households in Grantee’s service jurisdiction in the first round of engagement and then will focus on engaging households that have been identified as low or non-participating households for

additional targeted engagement. All engagement will, at a minimum, utilize the following supporting tools:

- Direct mail postcard;
- Four rounds of Cart tags;
- A packet of information about recycling to be delivered to residents identified as low or non-participating;
- An update to Grantee's website to communicate proper recycling;
- Digital tools; and
- Limited in-home bins as determined by the TRP Community Project Manager.

In addition, and as agreed by the Parties, outreach efforts may be expanded to include one or more of the following:

- Public activation event to drive citizen engagement in recycling;
- Language translation services;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined by the Parties.

g. **Graphic Design Edits.** Grantor will work with Grantee to customize educational materials to fit the needs of Grantee's campaign for the Project in accordance with the timeline established by the Parties. Grantor will provide two (2) rounds of edits to the graphic design of campaign materials. Additional rounds of editing on graphic design materials may be provided upon the mutual agreement of the Parties. Grantee must provide at least five (5) days' written notice to Grantor's primary contact for any edits or changes to educational materials that are to be reviewed by Grantor. If Grantee uses a third-party for the design of education and outreach materials, Grantor will cooperate with such third-party by providing access to Grantor's tools, artwork, and images for use by such third-party in accordance with the Grant Agreement. Grantor will not, however, provide customized design services to such third-party. Print buying and approvals are the sole responsibility of Grantee unless otherwise agreed upon by the Parties. Grantee shall have all publications produced as a result of this Grant Agreement printed double-sided on recycled-content paper with a minimum of thirty percent (30%) post-consumer recycled content.

h. **Logo Usage.** During the Grant Period, Grantee shall use Grantor's logo with the phrase "Funded in part by" on all materials associated with the Project, unless otherwise agreed by the Parties or prohibited by applicable law. Grantee hereby agrees that if the Project is funded by one or more funders in addition to Grantor, then, in addition to Grantor's logo, such funders may also require acknowledgment by Grantee in communications, educational and/or outreach materials, including the "Funded in part by" language, and the use of such funder's logo(s). Prior to use, Grantor requires proof review and approval of any

campaign materials developed by Grantee or a third-party that uses campaign images, graphics, or logos of Grantor and any of its funders. Upon receipt of materials for review, Grantor agrees to review proofs and provide feedback within ten (10) business days, or it shall forfeit the right to require the use of its logo, and the logos of any of its funders and associated use of the “Funded in part by” phrasing. Grantor understands that under no circumstances may Grantee appear to be endorsing or advertising on behalf of a private business.

i. **Anticipated Timeline.** The Parties agree to develop and maintain a detailed project timeline, setting periodic milestones for the implementation of the Project. The anticipated key dates in the Project are as follows:

- Q3-4 2026 - Grantee collaborates with Grantor to start developing outreach materials and agree upon the timeline and marketing plan.
- Q4 2026 or Q1 2027 - Campaign begins.
- Q2 2027 - Project team assesses results of campaign and determines any additional programmatic needs.
- Q2 -Q3 2027 - Project team finalizes data and drafts Final Report.
- Q4 2027 – Project complete.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of the Project. Accordingly, the above dates are intended as milestones, with the understanding that if unanticipated changes or delays in the schedule occur, the Parties may revisit the timeline and adjust the schedule as necessary for the successful implementation of the Project, including an extension of the Grant Period as needed.

j. **Reporting and Additional Post-Award Requirements.** Grantor’s provision of the Cash Grants and In-Kind Services contemplated herein is expressly conditioned upon Grantee’s satisfaction of following reporting requirements:

- **W-9.** Within fifteen (15) days of the Effective Date, Grantee shall provide Grantor with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, signed and dated in the current year.
- **Baseline Data.** In order to establish a baseline for measurement of Project success, Grantee shall provide Grantor with monthly solid waste and recycling tonnage data (if any) for at least the twelve (12) month period immediately preceding Project commencement (the “Baseline Period”). If such data is not available, Grantee agrees to work with Grantor to develop estimates of solid waste and recycling tonnage data for the Baseline Period.
- **Quarterly Reports.** Until the end of the Grant Period, or the one (1) year anniversary of Project implementation, whichever is later, Grantee shall deliver quarterly reports containing

monthly solid waste and recycling data. Such quarterly reports shall be submitted electronically via a reporting system and format established by Grantor.

- **Solutions Hub.** Grantee shall establish a profile in Grantor's Recycling Program Solutions Hub (the "Solutions Hub") and a representative of Grantee shall become a verified representative for Grantee's jurisdiction within the Solutions Hub. Access to and use of the Solutions Hub is provided at no cost to Grantee. Upon execution of this Grant Agreement, Grantee shall complete the general information section of Grantee's community profile, update information in the Solutions Hub for Grantee's current recycling efforts (if any), and submit recycling data for the Baseline Period into the Solutions Hub. Finally, to aid in the tracking of the long-term impacts of the Project, for a period of five (5) years following the end of the Grant Period, Grantee shall update its profile and report annually regarding its recycling efforts in the Solutions Hub. Grantor may, in its sole discretion, eliminate Grantee's cost-free access to the Solutions Hub at any time. In the event of such access termination, Grantor shall provide Grantee with an alternative reporting mechanism that is no more burdensome than the Solutions Hub, and Grantee's reporting obligations shall continue.
- **Final Report.** No less than thirty (30) days prior to the end of the Grant Period, Grantee shall submit a draft final report (the "Final Report") to Grantor for review. Grantor will provide Grantee with the required format for the Final Report. Within fourteen (14) days of receipt of the draft Final Report, Grantor shall provide feedback to Grantee, including necessary changes and points of clarification. Grantee shall then incorporate any such revisions and submit a fully reviewed and approved Final Report within sixty (60) days of the end of the Grant Period.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT WITH RECYCLING PARTNERSHIP, INC. FOR A RECYCLING
PARTNERSHIP GRANT; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Utility Billing desires to enter into a grant agreement with the Recycling Partnership, Inc. to increase participation and capture of recyclable materials from the City's residential curbside collection program.

WHEREAS, Grant funds are not to exceed Two-Hundred Two Thousand Dollars (\$202,000.00). In addition to cash grants, there will be access to in-kind services up to One-Hundred Twenty-Five Thousand Dollars (\$125,000.00).

WHEREAS, no 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 Recycling Partnership, Inc. for the Recycling Partnership Grant.

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



Rezoning - Recchia - R-1, Suburban Single-Family to T3.2, Neighborhood Transition

301 SE B Street

PC Date: 8/18/2026

Staff Report Details

Project Number	RZ26-0039
Applicant / Current Owner	Meava Recchia
Site Area	+/- 0.164 Acres
Current Zoning	R-1 Suburban Single-Family
Requested Zoning	T3.2 Neighborhood Node
Current Future Land Use Map Designation	Traditional Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	
Related projects	RZ25-0015

Property Description

The subject property is located on the south-east corner of SE B Street and SE 3rd Street. SE B Street is a local downtown road and SE 3rd Street is a downtown collector. The current zoning of the property is R-1, Suburban single-family, with a Future Land Use Map designation of Traditional Neighborhood. Surrounding properties are mostly R-1 with some T4.1 and T4.2 further south on the same block. There was a previous request to rezone to a DN-2 on April 15, 2025 that was tabled and considered on May 6, 2025 but the motion failed for a lack of majority. ([Link here](#)). This property is outside of the Downtown Neighborhood Overlay District.

Project Details

The applicant is requesting this rezone to take advantage of increased lot coverage and reduced building setbacks.

Relationship to the Community Plan

The applicant is requesting a standard review rezone for the subject property. The Community Plan

Relationship to the Community Plan

describes the Traditional Neighborhood place type as the bridge between the auto-oriented R-1 neighborhoods and the denser, more mixed-use walkable neighborhoods. A rezone to T3.2 would be in conformance with the Traditional Neighborhood Place Type as given in Table 2.1 of the Bentonville Community Code.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The following criteria are evaluated under a standard review:

Orderly Transition The subject property is bordered entirely by R-1 zoned property. T3.2 is an orderly transition as R-1 is considered as being within the T3 transect.

Be within one transect degree of the zoning of the adjacent properties The proposed rezone is within 1 transect degree of the R-1 properties surrounding it.

Conclusion

Staff recommends approval of the T3.2 zoning request.

Additional Details

BWU comments: Future development may require downstream sewer study depending on unit count.



PC Item

SE 3RD ST

R1
RZ26-0039

SE B ST



RZ26-0039
Recchia Rezone R1 to T3.2 NT (SR)



**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW



WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILL A. KELLSTROM, P.A.
MICHELLE FENDLEY
CATELYN J. GIBBS
* ALSO LICENSED IN MISSOURI

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER
LIZBETH CHAVEZ, SECRETARY

July 9, 2026

City of Bentonville
Development Services
3200 SW Municipal Dr.
Bentonville, AR 72712

Re: Request to Rezone Parcel No. 01-01160-000 from R-1 to T3.2

Dear Development Services:

This firm has been retained to assist the applicant, Maeva Recchia ("Applicant"), in obtaining a rezoning of Benton County Parcel No. 01-01160-000, located on SE B St. ("the Property"). The requested information in the latest submittal guidelines is provided below:

A. Reason.

The reasons for the requested rezone are to bring the Property into compliance with the Future Land Use Map ("FLUM"), and to take advantage of the increased lot coverage and reduced setbacks permitted by T3.2. The FLUM designates this property as "Traditional Neighborhood," which allows for T3.2 zoning under Standard Review.

B. Impact.

Rezoning the Property to T3.2 would have little to no impact on the community or city infrastructure, for the following reasons:

- (1) The Property is approximately 95 feet wide on its widest boundary, with no access to an alley. Because T3.2 requires 50-foot minimum lot widths where there is no alley access, the Property could not be split into two lots. Accordingly, the potential to increase density is very limited, and there will be little to no impact to City infrastructure;
- (2) The Property is within walking distance of many restaurants, shops and

businesses, which reduces overall vehicle trips compared to development which is not so situated.

- (3) The Property is on the edge of Place Type, adjacent to a higher intensity Place Type, and is undeveloped, which makes it a good candidate for a zoning designation which is on the higher end of what is allowed under Traditional Neighborhood.

C. Review Criteria.

T3.2 is permitted under Standard Review (“SR”) in the Traditional Neighborhood Place Type. For Transect Districts, SR involves the following considerations, addressed accordingly (*UDC, Sec. 50-709(e)(1)*):

Meet the review criteria in subsection (e)(1) Standard Review Criteria, as follows:

- i. *Establish an orderly transition of intensity from the center to the edge of the place type; and*

This consideration is satisfied, as the Property lies on the edge of the Traditional Neighborhood Place Type and is adjacent to a higher intensity Place Type.

- ii. *Be within one (1) transect degree of the zoning of adjacent properties, except where: (a) Significant natural barriers separate properties; (b) A street classified as an arterial separates the sites; or (c) The subject property is less than six hundred (600) feet deep, abuts an arterial, and is proposed for T5.1 or T5.2.*

This consideration is met, as the Property is adjacent to R-1-zoned parcels.

Thank you for considering this request for rezoning. Please feel free to contact me at 479-512-0014, or at wkellstrom@watkinslawoffice.com if any additional information is needed in connection with this rezoning application.

Sincerely,

/s/ Will A. Kellstrom

Will A. Kellstrom

August 4, 2026

RE: Notice of Intent to Rezone
Project Number RZ26-0039
Convert R-1 to T3.2

Dear Bentonville Planning Commission,

I, Gregory F. Ricca of 205 SE 3rd Street, am strongly opposed to changing the property on SE B Street from R1 to T3.2. Such a change would be detrimental to our neighborhood and thereby be detrimental to our city. Historic districts lend charm and appeal to a city. We are fortunate to have such a place on SE 3rd street. We see more people walking and cycling on our appealing SE 3rd street than we see vehicles.

The property in question is boarded by R1 on all sides and boarded by Historic District on 2 sides. A multi-unit development would be a glaring affront to the quaint neighborhood we are trying to preserve. Clearly the property owner's desire to change the zoning is solely for their financial gain with no regard to our neighborhood and the people who live here.

I am going to be out of town the day of the meeting, otherwise I would attend in person.

I thank you for all you do

[REDACTED]
205 SE 3rd Street
Bentonville

[REDACTED]

RZ26-0033 Objection 1
2026

August 4,

RE: Notice of Intent to
Rezone Project Number
RZ2G-0039 Convert R-1 to
T3.2

Dear Bentonville Planning Commission:

I am Dallee Ricca, owner at 205 SE 3rd Street and I very strongly object to the request of a zoning change from R-1 to T-3.2 for the property located on the corner of SE Band SE 3rd Streets. I would attend this meeting in person if I were in town on the meeting date.

This property is in an R-1 zoning district with a historical overlay. Our neighborhood is actively working to maintain the historic character of our street and any type of multi- unit dwelling would detract from our efforts. The property owner either knew or should have known that this lot is in an area of historical homes and should not be allowed to change its character.

The owner of this property has made multiple requests for rezoning to allow this type of construction, and I will continue to strongly object to any and all such requests. Our neighborhood is one of few remaining areas that offers a glimpse of Bentonville's history, and it should be allowed to stay that way.

Thank you very much.

[REDACTED]
Dallee Ricca
205 SE 3rd St
Bentonville, AR 72712
[REDACTED]
[REDACTED]

NOTICE OF INTENT TO REZONE

Project Number: RZ26-0039

Maeva Recchia

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from:
R-1, Suburban Single Family to T3.2: Neighborhood Transition

The legal description of the property is:

See Exhibit A, attached hereto

The common description of the property is: SE B St.

The Public Hearing will be held on August 18th, 2026, at 5:00 pm, at:

Bentonville City Hall
305 SW A St
Bentonville, AR 72712

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views. You can attend online by going to bentonvillear.com/592/Agendas-Minutes
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at the Bentonville Municipal Complex.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville Municipal Complex.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at planning@bentonville.ar.gov.

I have received notice of the public hearing for the rezoning of the above described property and:

☐ I have no objections to the rezoning

☒ I object to the rezoning because:

As property owners at 207 SE 3rd Street, we object to this request for a zoning change.

The property in question has R-1 zoning on all sides and historical properties/historical overlay district on two sides. Multiple requests have been made by the owner to rezone the property which would allow a duplex or townhome. A multi-unit dwelling would not be in line with the historic character of properties on SE 3rd Street.

The property owner knew they were buying a lot adjacent to historical homes and should respect the on-going efforts to keep this portion of SE 3rd Street a window into Bentonville's past. Thank you.

Signature & Physical Address

207 SE 3rd Street

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, SUBURBAN SINGLE FAMILY TO T3.2,
NEIGHBORHOOD TRANSITION; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0039)**

WHEREAS, Maeva Recchia duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Suburban Single Family to T3.2 Neighborhood Transition to be used in accordance with city zoning laws and state laws, which property is described as follows:

Part of Lot 1 of Block 1, Armstrong's Addition to the City of Bentonville, Benton County, Arkansas, more particularly described as follows: Beginning at the NW corner of said Lot 1, thence S 87°44'48" E a distance of 95.00 feet; thence S 02°15'23" W a distance of 75.00 feet; thence N 87°44'56" W a distance of 95.00 feet; thence North 02°15'12" E distance of 75.00 feet to the point of beginning, with an area of 7124.67 square feet, or 0.164 acres, more or less, and subject to all rights-of-way, easements and restrictive covenants of record or fact.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 18, 2026 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Suburban Single Family to T3.2 Neighborhood Transition.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1 Suburban Single Family to T3.2 Neighborhood Transition to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Rezoning - CC Curated Collections, LLC - R-1, Suburban Single-Family to T3.1, Neighborhood Edge

404 SW 2nd Street

PC Date: 8/18/2026

Staff Report Details

Project Number	(RZ26-0040)
Applicant / Current Owner	CC Curated Collections, LLC
Site Area	+/- [.20] Acres
Current Zoning	R-1, Suburban Single-Family
Requested Zoning	T3.1, Neighborhood Edge
Current Future Land Use Map Designation	Traditional Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Single-family dwelling
Related projects	N/A

Property Description

The subject property is located on SW 2nd Street and is surrounded by R-1 zoning with some nearby T4.1 single-family lots to the southwest. The applicant is requesting to rezone this property to T3.1 which is considered standard review for the Traditional Neighborhood place type. Within this place type R-1, T3.1, and T3.2 are authorized under standard review. This lot also falls within the Downtown Neighborhood Overlay which seeks to allow new development of a wide variety of housing types near the downtown center while ensuring that new building size, orientation, and spacing are compatible with the surrounding neighborhood pattern. Although this property is surrounded by R-1, T3.1 is an appropriate zone for Traditional Neighborhood under standard review, especially considering the proximity to the heart of downtown and the City Center Place type. T3.1 zoning is defined as a residential zone for low-intensity single-family housing on medium to large lots that are normally accessed from the street.

Project Details

The applicant states that the purpose of this rezone is to better align with Bentonville's FLUM and to take advantage of the smaller setbacks. The applicant acknowledges that only a single-family home can be built on this property and would also need to conform to the Downtown Neighborhood Overlay design requirements. The mailed notices for this project were for T3.2 however the applicant is only seeking

Project Details

T3.1.

Relationship to the Community Plan

The allowed zones within Traditional Neighborhood under standard review range from R-1 - T3.2. T3.1 is an appropriate rezone request that allows the property to be redeveloped in a way that better fits the downtown environment. The smaller setbacks would be particularly helpful for increasing buildable area due to the lot's smaller size, and the end product would be in conformity with the Downtown Neighborhood Overlay.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The following criteria is evaluated under standard review:

Orderly transition: The subject property is surrounded by R-1 zoning with nearby T4.1 and is surrounded by Traditional Neighborhood place type. The lot is only .06 mi to T5.1 zoning in the City Center Place Type and T3.1 zoning would create more of a gradient and orderly transition moving west through downtown. Due to the nature of the Downtown Neighborhood Overlay, the lot would need to be developed in a manner that is compatible with the surrounding neighborhood pattern.

Within 1 transect of adjacent zones: T3.1 is within 1 transect degree of R-1 and is a better fit for the Traditional Neighborhood place type that characterizes the essence of the downtown built environment.

Downtown Neighborhood Overlay (DNO)

The DNO has provisions to limit height (max of 12' higher than average building height of the block), setbacks (average of the block) and lot combinations based on the character of the block at the time of building permit.

Conclusion

Staff recommends approval of the T3.1 rezone. Provisions of the DNO will be evaluated prior to building permit issuance.

Additional Details

BWU comments: Future development may require downstream sewer study depending on unit count.



PC Item

RZ26-0040
CC Curated Collections
R1 to T3.1
R1

SW 2ND ST



RZ26-0040
CC Curated Collections R1 to T3.1



**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILL A. KELLSTROM, P.A.
MICHELLE FENDLEY
CATELYN J. GIBBS
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER
LIZBETH CHAVEZ, SECRETARY

July 10, 2026

City of Bentonville
Development Services
3200 SW Municipal Dr.
Bentonville, AR 72712

Re: Request to Rezone Parcel No. 01-01114-000 from R-1 to T3.1

Dear Development Services:

This firm has been retained to assist the applicant, CC Curated Collections, LLC ("Applicant") in obtaining a rezoning of 404 SW 2nd St., Benton County Parcel No. 01-01114-000 ("the Property"). The requested information in the latest submittal guidelines is provided below:

A. Reason.

The reasons for the requested rezone are to bring the Property into compliance with the Future Land Use Map ("FLUM"), and to take advantage of the increased lot coverage and reduced setbacks permitted by T3.1. The FLUM designates this property as "Traditional Neighborhood," which allows for T3.1 zoning under Standard Review.

B. Impact.

Rezoning the Property to T3.1 would have little to no impact on the community or city infrastructure, for the following reasons:

- (1) The Property is approximately 84 feet wide, with no access to an alley. Because T3.1 requires 50-foot minimum lot widths, the Property could not be split into two lots. Additionally, T3.1 does not allow for two-family dwellings. Accordingly, the pattern of single family development nearby will not be interrupted, and there will be little to no impact to City infrastructure;

- (2) The Property is restricted by the Downtown Neighborhood Overlay district. This provides a greater level of assurance that the Property will be developed in harmony with existing homes nearby.
- (3) The Property is within walking distance of many restaurants, shops and businesses, which reduces overall vehicle trips compared to development which is not so situated.

C. Review Criteria.

T3.1 is permitted under Standard Review (“SR”) in the Traditional Neighborhood Place Type. For Transect Districts, SR involves the following considerations, addressed accordingly (*UDC, Sec. 50-709(e)(1)*):

Meet the review criteria in subsection (e)(1) Standard Review Criteria, as follows:

- i. *Establish an orderly transition of intensity from the center to the edge of the place type; and*

This consideration is satisfied, as the Property lies on the edge of the Traditional Neighborhood Place Type, is within a few blocks of the Downtown Core, and is in relatively close proximity to both T4.1 and T5.1 zones.

- ii. *Be within one (1) transect degree of the zoning of adjacent properties, except where: (a) Significant natural barriers separate properties; (b) A street classified as an arterial separates the sites; or (c) The subject property is less than six hundred (600) feet deep, abuts an arterial, and is proposed for T5.1 or T5.2.*

This consideration is met, as the Property is adjacent to R-1-zoned parcels.

Thank you for considering this request for rezoning. Please feel free to contact me at 479-512-0014, or at wkellstrom@watkinslawoffice.com if any additional information is needed in connection with this rezoning application.

Sincerely,

/s/ Will A. Kellstrom

Will A. Kellstrom

RZ26-0040 Downtown Neighborhood Overlay Map

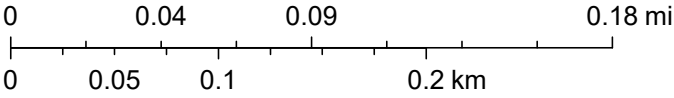


8/6/2026, 2:13:52 PM

Downtown Historic Overlay

- DCO
- DNO
- Tax Parcels

1:4,514



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, COBGIS

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, SUBURBAN SINGLE FAMILY TO T3.1,
NEIGHBORHOOD EDGE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0040)**

WHEREAS, CC Curated Collections, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Suburban Single Family to T3.1 Neighborhood Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

APART OF LOT 166 IN THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND ALSO A PART OF THE WEST HALF OF A 12' PLATTED ALLEY VACATED PER CITY OF BENTONVILLE ORDINANCE 2019-169 FILED AS DOCUMENT L201961126, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S01°44'12"W 156.97' FROM AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 166 AND RUNNING THENCE S88°30'52"E 5.96' TO THE CENTERLINE OF SAID VACATED ALLEY AND THE WEST LINE OF A SURVEY FILED IN BOOK L2025 AT PAGE 70585, THENCE ALONG SAID VACATED ALLEY CENTERLINE AND WEST SURVEY LINE S01°43'42"W 93.11' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST 2ND STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°42'20"W 81.79', THENCE LEAVING SAID RIGHT-OF-WAY N01°41'56"E 90.63' TO AN EXISTING REBAR, THENCE S88°30'52"E 75.85' TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD..;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 18, 2026 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Suburban Single Family to T3.1 Neighborhood Edge.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1 Suburban Single Family to T3.1 Neighborhood Edge to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



2026 Proposed FLUM Changes

PC Date: 8/18/2026

Staff Report Details

Project Number	2026-781
Applicant / Current Owner	
Site Area	+/- [Site_Area] Acres
Current Zoning	
Requested Zoning	
Current Future Land Use Map Designation	
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Project Details

Please see Exhibit "B" for locations and the surrounding place types for each group. Planning staff recommends the following for each of the groups outlined below:

Group A - Between Central and NW 2nd, east of NW D Street

Existing	Traditional Neighborhood
Proposed	Walkable Neighborhood
Recommendation	Traditional Neighborhood - No change recommended

Project Details

Group B – South portion of the new Home Office

Existing	Recreation, Outdoor and Entertainment
Proposed	Regional Center
Recommendation	Regional Center

Group C – East of Lee Lane south of Regional Airport: withdrawn

Group D –Southwest of N Rainbow Farm Rd and Shell Rd

Existing	n/a
Proposed	Suburban Neighborhood
Recommendation	Suburban Neighborhood

Group E- North of 102, east of Coventry Blvd

Existing	n/a
Proposed	Recreation Outdoor and Entertainment
Recommendation	Recreation Outdoor and Entertainment

Group F – North of 102, on both sides of Coventry Blvd

Existing	Walkable Neighborhood, Suburban Neighborhood
Proposed	Suburban Corridor
Recommendation	Suburban Corridor

Group G – South of Central west of MLK

Existing	Walkable Corridor
Proposed	Regional Center
Recommendation	Walkable Corridor - No change recommended

Group H – North west of MLK and SE 5th

Existing	n/a
Proposed	Regional Center
Recommendation	Regional Center

Group I – North of Tiger east of NW D St

Project Details

Existing	n/a
Proposed	Civic and Institutional
Recommendation	Civic and Institutional

Group J – Along 8th Street between SW A and Main St

Existing	Urban Corridor
Proposed	Regional Cnter
Recommendation	Urban Corridor - No change recommended

Group K –(Carriage Square) Withdrawn

Group L – North of Melissa and 8th

Existing	Recreation, Outdoor and Entertainment
Proposed	Walkable Corridor / Neighborhood Center
Recommendation	Recreation, Outdoor and Entertainment - No change recommended

Group M – East of Tycoon, south of Motley

Existing	Walkable Corridor in the north, Suburban Corridor in the south
Proposed	Walkable Neighborhood with 2 ten-acre Neighborhood Centers on Tycoon, one at Motley and the other at Goodlett Rd.
Recommendation	Walkable Neighborhood with 2 ten-acre Neighborhood Centers on Tycoon

Relationship to the Community Plan

The Future Land Use Map resides in the Community Plan (Chapter 4) and is that policy bridge that begins to transition the vision and goals of the City, as expressed in the Community plan, into "Place Types".

Through Place Types, the Plan focuses on how the character of future growth can create places - neighborhoods, centers of activity, and the connections between them, to grow with an eye toward the future. This is done using both a fiscal lens on the infrastructure necessary to support the growth, while also trying to solve future mobility challenges by creating nodes that are "transit ready" with opportunities for trip lengths that are shorter for the more frequent trips. The Future Land Use Map also seeks to plan

Relationship to the Community Plan

for growth only where it makes sense, so that the City can preserve other areas in this high growth region.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Staff recommends approval of groups as indicated in the tables above.

Additional Details

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE FUTURE LAND USE MAP FOR THE CITY OF
BENTONVILLE, ARKANSAS, PURSUANT TO ARKANSAS CODE ANNOTATED
§14-56-414; AND FOR OTHER PURPOSES**

WHEREAS, the Future Land Use Map is the foundation for future community development showing the desired location for each land use as the city continues to grow and develop; serving as a guide for land use and development decisions;

WHEREAS, the new Bentonville Future Land Use Map was adopted on February 11, 2025 with Resolution No. 2-11-25M;

WHEREAS, it is the policy of the city to review and amend the Future Land Use Plan annually; and

WHEREAS, as part of this annual review, several areas were identified as benefitting from amending the Future Land Use Map.

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

Section 1: That the Future Land Use Map of the City of Bentonville, Arkansas should be and is hereby amended as shown in *Exhibit A: 2026 Future Land Use Map Amendments* pursuant to Ark. Code Ann. §14-56-414, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

Section 2: That a copy of this Resolution and all exhibits be filed with the City Clerk and the County Recorder;

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.

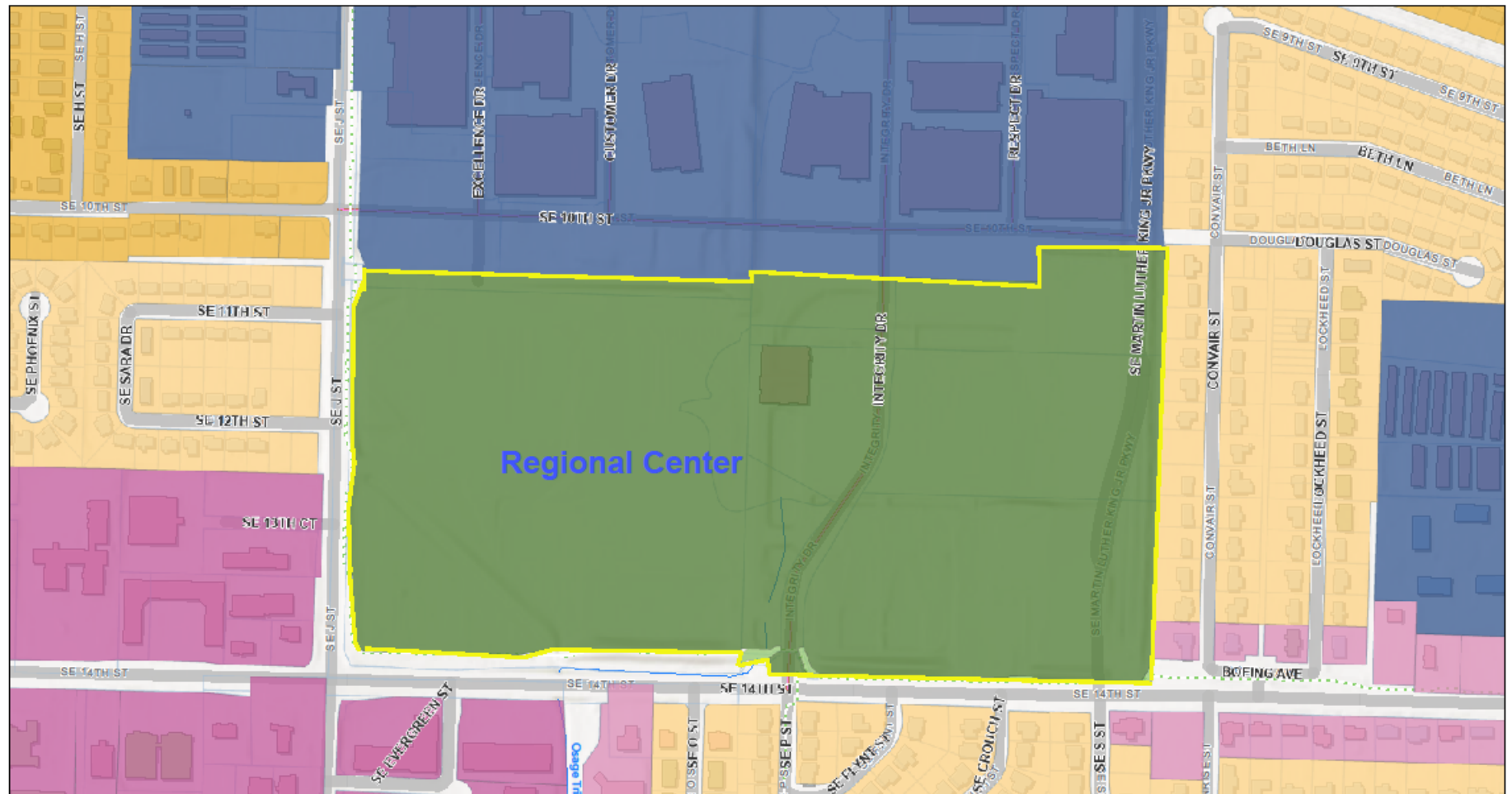
APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

Rec, Outdoor & Entertainment to Regional Center (Group B)



4/2/2026, 9:34:43 AM

2025 Land Use Plan

Neighborhood Suburban

Neighborhood Walkable

Corridor Urban

 Center Regional

Neighborhood Urban

■ **Neighborhood Ord**

■ **Gender Male**

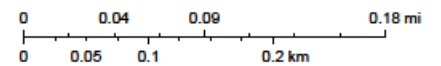
Corridor Walkable

 Recreation Outdoor and Entertainment

Recreation Parks and Public Space

☐ Tax Breaks☐ Tax Parcels

1:4,514

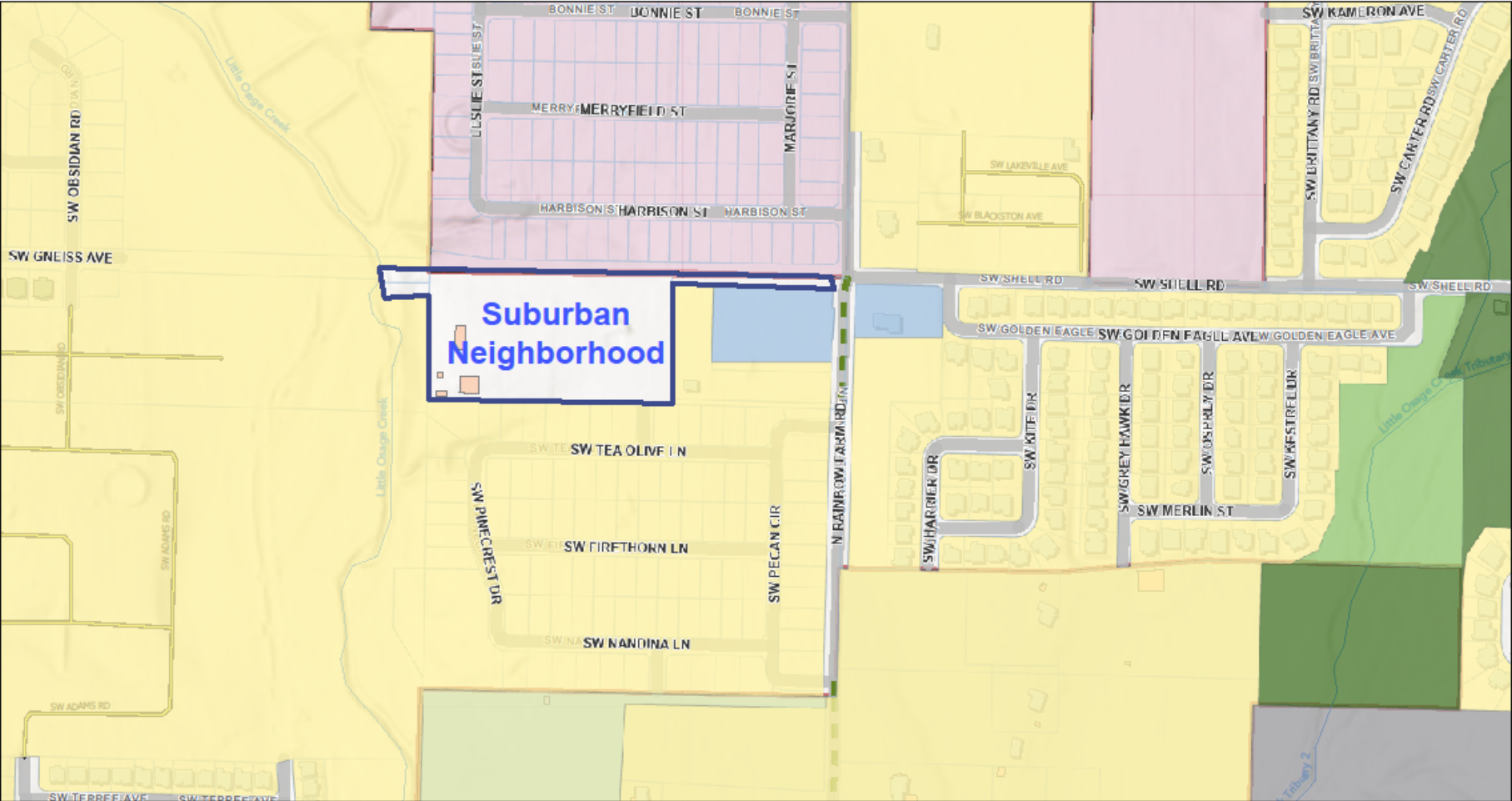


Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystreien, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, COBGIS

Generated by Print Service on GIS Site
COBGIS | GIS |

Exhibit A: Future Land Use Amendments

to Suburban Neighborhood (Group D)



4/14/2026, 8:33:05 AM

2025 Land Use Plan

Neighborhood Suburban

Recreation Outdoor and Entertainment

Recreation Parks and Public Space

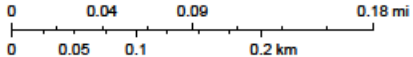
Other Rural and Estates

Center Neighborhood

Other Industry and Technology

Tax Parcels

1:4,514

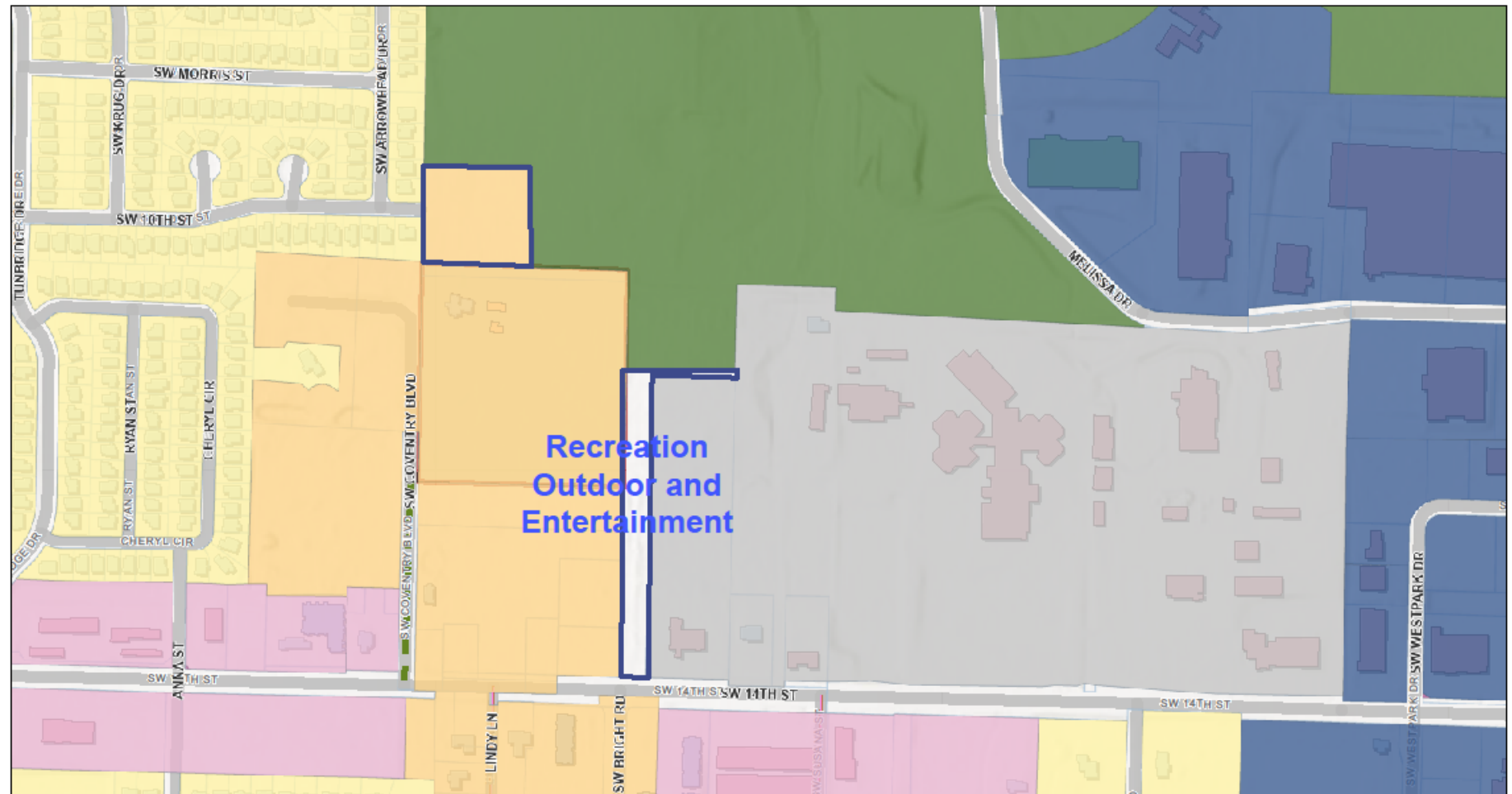


Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, COBGIS

Generated by Print Service on GIS Site
COBGIS | GIS |

Exhibit A: Future Land Use Amendments

Walkable Neighborhood to Recreation & Outdoors (Group E)



4/14/2026, 8:38:12 AM

2025 Land Use Plan

 Neighborhood Suburban

Neighborhood Walkable

 Corridor Urban

 Center Regional

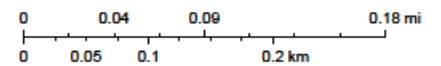
Recreation Outdoor and Entertainment

 Corridor Suburban

☐ Other Civic and Institutional

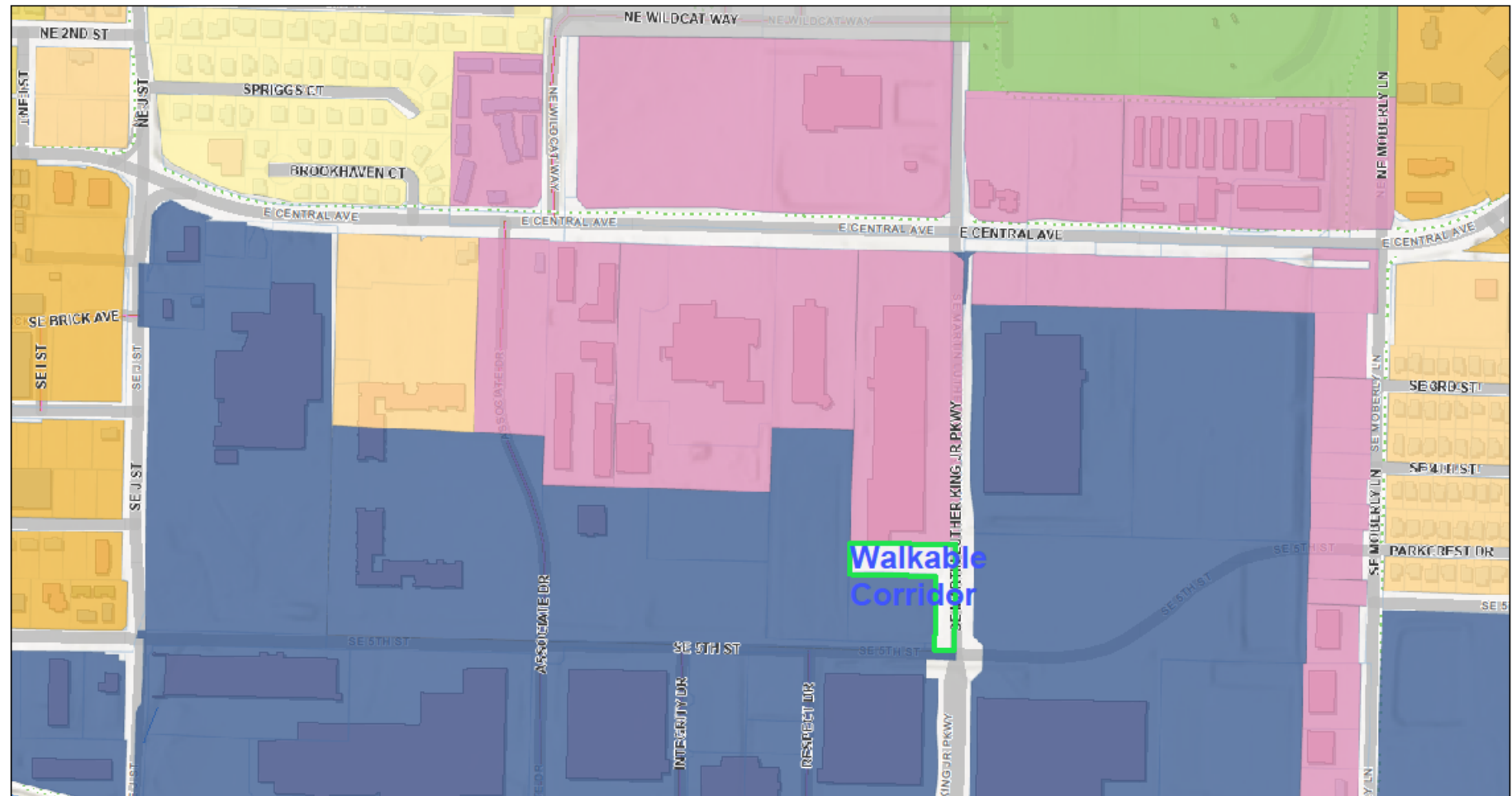
☐ Tax Parcels

1:4,514



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastatysen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, COBGIS

Generated by Print Service on GIS Site
COBGIS | GIS |



4/14/2026, 8:58:41 AM

2025 Land Use Plan

Neighborhood Suburban

Neighborhood Walkable

Center Regional

Center Regional

Neighborhood Urban

Corridor Walkable

Corridor Walkable

Neighborhood Traditional

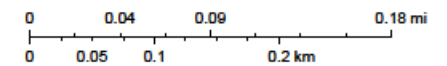
Recreation Parks and Public Space

Other Civic and Institutional

New Subtype

☐ New Subtype☐ Tax Parcels

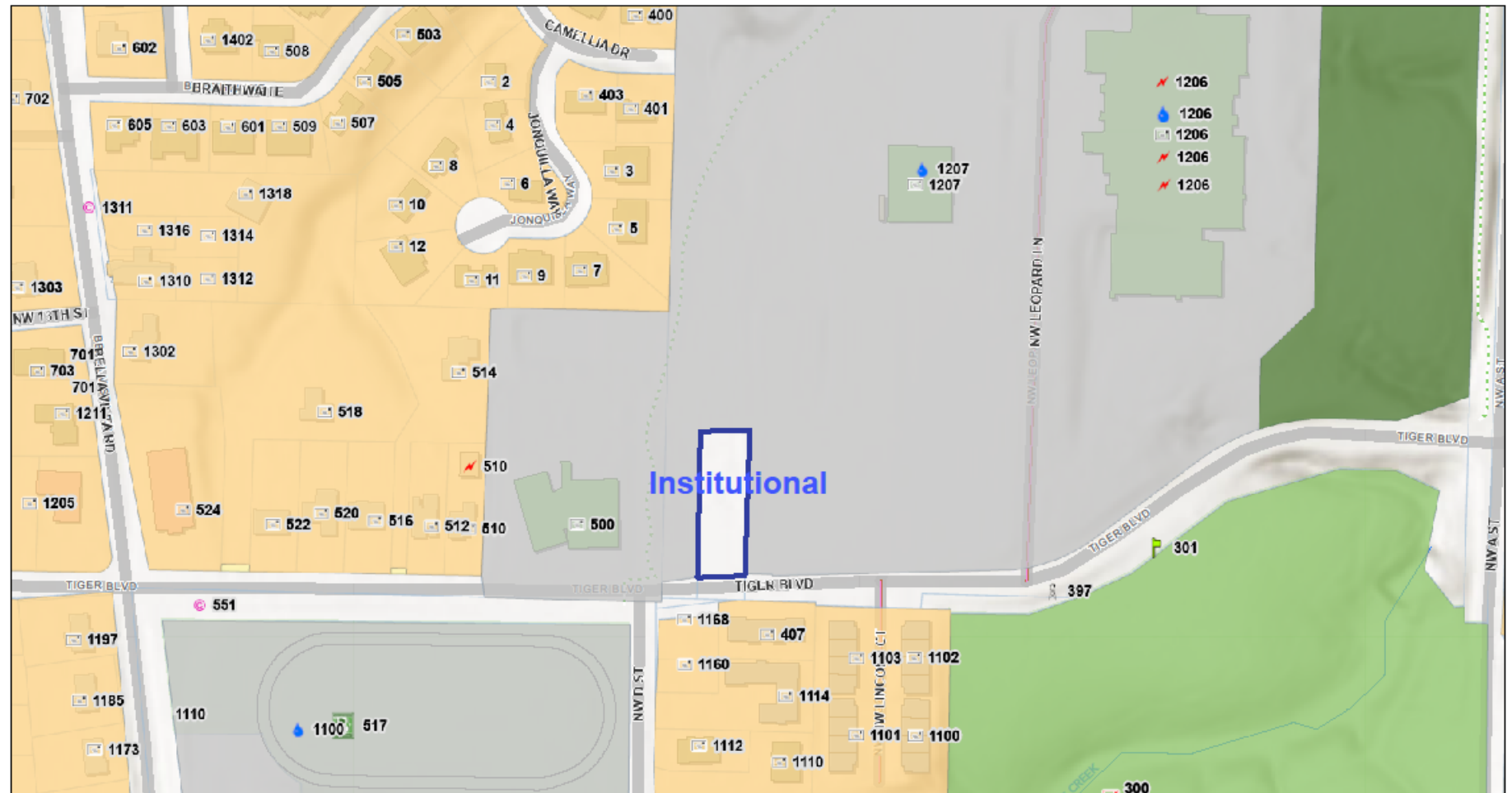
1:4,514



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, COBGIS

Generated by Print Service on GIS Site
COBGIS | GIS |

to Civic and Institutional (Group I)



4/14/2026, 9:07:31 AM

Address

 Electric Only

- Irrigation Only

 Main address

Park

PreAddress

 Temporary Address

Tower

U

Utility address

 Water Only

2025 Land Use Plan

☐ Neighborhood Suburban

Neighborhood Walkable

Recreation Outdoor and Entertainment



Recreation Parks and Public Space

Other Civic and Institutional

10

Tax Parcels

1:2,257

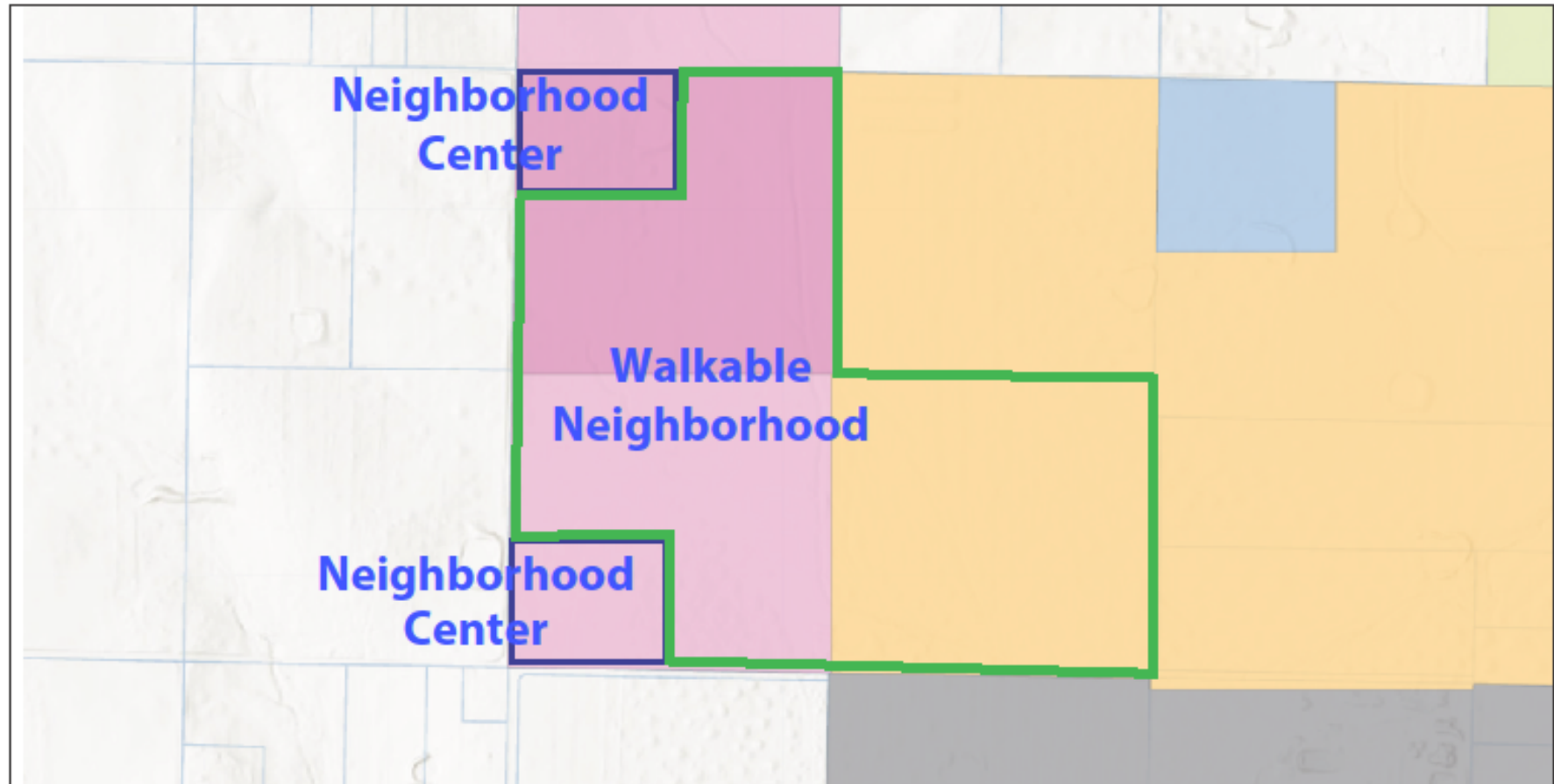
A number line with two scales. The top scale is labeled in miles (mi) with major tick marks at 0, 0.02, 0.04, and 0.09. The bottom scale is labeled in kilometers (km) with major tick marks at 0, 0.04, 0.07, and 0.14. The scales are aligned such that 0.02 miles corresponds to 0.04 kilometers, 0.04 miles corresponds to 0.07 kilometers, and 0.09 miles corresponds to 0.14 kilometers.

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystreien, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, COBGIS

Generated by Print Service on GIS Site
COBGIS | GIS |

EXHIBIT A: Future Land Use Amendment

Walk. & Sub. Corridor to Walk. Neighborhood and
Neighborhood Center (**Group M**)



2025 Land Use Plan

Neighborhood Suburban	Center Regional
Neighborhood Walkable	Neighborhood Urban
Corridor Urban	Corridor Walkable
	Corridor Suburban